



12-MED-09-1049  
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K29303  
01/09/2013

# AGREEMENT

**Between**

TRUCK DRIVERS, CHAUFFEURS AND HELPERS, PUBLIC EMPLOYEES,  
CONSTRUCTION DIVISION, AIRLINES – GREATER CINCINNATI / NORTHERN  
KENTUCKY AIRPORT AND MISCELLANEOUS JURISDICTION, GREATER  
CINCINNATI, OHIO LOCAL UNION NO. 100

An affiliate of the

**International Brotherhood of Teamsters**

and

**Hamilton Township  
Warren County**

**SERB CASE NUMBER:**

**06-MED-09-0955**

**January 1, 2013 – December 31, 2015**

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**Hamilton Township**  
**01/01/13 – 12/31/15**  
7780 South State Route 48  
P.O. Box 699  
Hamilton Township, Ohio 45039

## **AGREEMENT**

THIS AGREEMENT is entered into by and between Truck Drivers, Chauffeurs and Helpers, Public Employees, Construction Division, Airlines – Greater Cincinnati / Northern Kentucky Airport and Miscellaneous Jurisdictions, Greater Cincinnati, Ohio Local Union No. 100, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the “Union”, and the Hamilton Township Board of Trustees, Warren County, Ohio, hereinafter referred to as the “Employer,” the “Board,” or the “Township,” to provide a fair and reasonable method of enabling employees to participate, through Union representation, in the establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of all differences between the parties.

### **ARTICLE 1. UNION RECOGNITION**

The Employer recognizes the Union as the sole and exclusive representative for all employees in the bargaining unit as described in the Board’s Order of December 11, 2003, in Case No. 06-MED-09-0955, which is certified and on file with the State Employment Relations Board.

Included: All full-time employees in the Road Maintenance Department and Mechanics.

Excluded: All other employees including supervisory, part-time, and confidential employees.

### **ARTICLE 2. UNION SECURITY**

Section 1. Union membership, for the purposes of this Agreement, is required only to the extent that employees must pay either (i) the Union’s initiation fees and periodic dues or (ii) service fees which in the case of a regular service fee payer shall be equal to the Union’s initiation fees and periodic dues and in the case of an objecting service fee payer shall be the proportion of the Union’s total expenditures that support representational activities.

Section 2. When the Employer needs additional employees, the Union shall be given equal opportunity with all other sources to provide suitable applicants; however, the Employer shall not be required to hire those referred by the Union. The Employer shall notify the Union of the names of any new employees within seven (7) calendar days of their dates of hire.

Section 3. Fair Share. It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment. This obligation shall commence thirty (30) calendar days after the first date of employment, or thirty (30) days after the effective date of the contract, whichever is later.

This provision shall not require any employee to become a member of the Union, nor shall the fair share fee exceed the dues, fees and assessments paid by members of the Union in the same bargaining unit. After thirty (30) calendar days the deduction of fair share and assessment fees by the Employer

from the payroll check of the employees, and the payment of such fees to the Union, is automatic and does not require the written authorization of the employee.

Section 4. New Hires. The Employer will notify the Union of all new hires, within (10) days after they have been accepted, furnishing the Union with the new employee's name, social security number, mailing address, hourly wages rate, and the position for which he/she was hired.

### **ARTICLE 3. DUES CHECK-OFF.**

Section 1. The Employer agrees to deduct Union membership dues and uniform assessments in accordance with this article for all employees who execute a dues authorization card. Deductions shall commence with the first pay period in which dues are customarily deducted following completion of thirty (30) calendar days of employment or receipt of the signed authorization card, whichever is later.

Section 2. The Employer shall remit dues and uniform assessments deducted under this article to the Union as directed by the Union in writing. The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues and/or uniform assessments owed and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount and remit to the Union in one lump sum within two (2) weeks following receipt of the statement. The Employer shall add to the list submitted by the Union the names, Social Security numbers, addresses and hourly wage rates of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed. Changes in rates of deduction shall be effective on the next payday from which dues are customarily deducted.

Section 3. The Employer assumes no obligation of any kind arising out of its deduction of dues and assessments in accordance with this article. The Union shall indemnify and save the Employer harmless from any claim, action or proceeding brought by any person or entity against it as a result of its deduction of dues and assessments pursuant to this article. Once dues and assessments are remitted to the Union, their disposition thereafter shall be its sole obligation and responsibility.

Section 4. The Employer shall be relieved from making dues deductions when an employee terminates his employment, transfers to a position outside the bargaining unit covered by this Agreement, is laid off from work, is on unpaid leave of absence, for any reason fails to earn sufficient wages to make all legally required deductions in addition to the deductions of Union dues, or revokes his authorization.

Section 5. Neither the Union nor any employee shall have a claim against the Employer for any error made in processing deductions unless a written claim of error is submitted to the Employer not more than sixty (60) calendar days after the error was made. Verified errors will be corrected by appropriate deductions from the next pay check from which dues are customarily deducted.

### **ARTICLE 4. UNION ACTIVITY**

Section 1. Upon twenty-four (24) hours advance notice, the Employer will grant reasonable access to non-employee or off-duty employee representatives of the Union to attend meetings or perform duties, to the extent the meeting or duties are specifically allowed by the Agreement. The Union agrees that no representatives of the Union, either employee or non-employee, shall interfere with, interrupt or disrupt the normal work duties of employees.

Section 2. The Employer shall recognize one (1) employee as designated in writing by the Union to act as a steward for the purpose of processing grievances and other representational activities as specified in this Agreement. The investigation and writing of grievances shall be conducted during non-work time, provided nothing shall prevent employees from informally discussing matters related to the administration of this Agreement if such discussion does not interfere with interrupt or disrupt the normal work duties of employees. Meeting and activities conducted outside of regular work hours shall be without compensation.

Section 3. The Union shall provide the Employer an official roster of its local officers, assigned Union representatives and stewards, which is to be kept current at all times by the Union and shall include the following:

- (a) Name
- (b) Union position held
- (c) Work address and phone number of non-employee representatives.

No employee shall be recognized as a Union representative until the Union has presented the Employer with written notice of that person's selection.

Section 4. In any investigatory interview between a bargaining unit employee and a member of the administration where it is reasonably expected that discipline of the employee being interviewed may result, the affected employee may request that a steward be present. If a steward is unavailable the employee may request an available bargaining unit member to represent him. Such interviews shall not begin until the steward or designated bargaining unit member is present. Employees wishing to waive such right to representation shall do so in writing.

## **ARTICLE 5. NON-DISCRIMINATION.**

Section 1. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin or disability, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, age, national origin or disability, or engage in any other discriminatory acts prohibited by law.

Section 2. The Employer shall not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or activity on behalf of the Union. Any employee acting in any official Union capacity whatsoever shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business.

Section 3. The Union agrees there shall be no disparate treatment, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 4. All references to employees in the Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

## **ARTICLE 6. LABOR / MANAGEMENT MEETINGS.**

Section 1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Employer and/or designee(s) shall meet with not more than two (2) representatives of the Union, to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 2. An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be:

- (a) Discuss the administration of this Agreement.
- (b) Notify the Union of changes made by the Employer which affect bargaining unit members.
- (c) Discuss grievances which have not been processed beyond the final step of the grievance procedure, when such discussions are mutually agreed to by the parties.
- (d) Disseminate general information of interest to the parties
- (e) Discuss ways to increase productivity and improve effectiveness.
- (f) To consider and discuss health and safety matters relating to employees.

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

## **ARTICLE 7. PERSONNEL FILES.**

Section 1. Each employee may request to inspect his/her personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing or by phone call to the Employer or designee. Appointments shall be during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his/her official personnel file. Any representative of the Union as designated in Article 4 (Union Activity) of this Agreement may inspect the personnel file of any bargaining unit employee, provided that the employee is present at the time of inspection, or upon written authorization including the signature of the employee.

Section 2. If an unfavorable statement of notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file.

Section 3. Records of Level 1 warnings shall cease to have force and effect one (1) year after the date of issuance, provided no intervening discipline has occurred. Records of Level 2 warnings shall cease to have force and effect two (2) years from the date of issuance, provided no intervening discipline has occurred. Records of Level 3 warnings shall cease to have force and effect three (3) years from the date of issuance, provided no intervening discipline has occurred.

Section 4. To the extent permitted by law, the Employer shall not disclose any information contained within the personnel files.

- (a) If the Employer receives a public records request for the inspection of any information about an employee covered by this Agreement contained within the files kept by the Employer, the Employer shall ascertain the identity of the person making such a request.

## **ARTICLE 8. PROBATIONARY PERIODS.**

Section 1. New Hires. New full-time employees shall be on probation for the first six (6) months of active continuous employment. During that period, the Township may discharge without cause, and the said discharge is not subject to the grievance or arbitration procedure or any other review.

Section 2. Promotion. Newly promoted employees shall be on probation for the first six (6) months of active continuous employment in the new position. During that time, the Township may demote the employee or the employee may choose to demote himself to his previous position. The demotion is not subject to the grievance or arbitration procedure or any other review. The Township has authority to extend the probationary period for the promoted employee for one (1) month increments, not to exceed two (2) months, if additional time is necessary to sufficiently evaluate and/or to adequately train the employee in the promoted position.

## **ARTICLE 9. BULLETIN BOARD.**

Section 1. The Employer agrees to install one (1) bulletin board, not to exceed 24" x 24", on a suitable wall area located in a common use area. The location of such bulletin board will be agreed to by the Union and the Employer.

Section 2. The Union shall designate one (1) Union representative as the only person responsible for posting Union notices as described in Section 3, following. The Union shall notify the Employer, in writing, of the name of such representative.

Section 3. The Union may post only the following notices on the bulletin board:

- (a) Union recreational and social affairs;
- (b) Notice of Union meetings;
- (c) Notice of Union appointments, nominations, or elections and election results;
- (d) Reports of Union committees;
- (e) Rulings or policies of the International Brotherhood of Teamsters, Local Union 100, and AFL-CIO; and,
- (f) Union newsletters and newspapers.

Section 4. No notices may be posted under this article that contain personal attacks, upon any employee, attacks upon the Administration, attacks upon any employee organization, or anything political and/or reflecting upon the Employer or any of his employees or the Township. If the Employer finds that this article is being violated, he or his representative shall discuss the matter with a Union official prior to removing such improper notice.

## **ARTICLE 10. RULES AND REGULATIONS.**

Section 1. The Union recognizes that the Employer has the right to promulgate work rules, regulation, policies, and procedures consistent with the Employer's statutory and managerial rights.

Section 2. The Employer recognizes that no rules, regulations policies or procedures shall be established that are in violation of any express terms of this Agreement.

## **ARTICLE 11. GRIEVANCE PROCEDURE.**

**Section 1.** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

**Section 2.** All grievances must be in writing and must contain the follow information to be considered:

- (a) The grievant's name and signature;
- (b) Grievant's classification;
- (c) Date grievance occurred;
- (d) Date grievance filed;
- (e) Description of the facts giving rise to the grievance;
- (f) Articles and sections of the Agreement alleged to have been violated; and
- (g) Remedy sought.

Where a group of employees are affected in the same manner involving an alleged grievance, such grievances may be combined and processed as one grievance. Only one (1) employee will be required for processing the combined grievances.

**Section 3.** All grievances must be presented at the proper step and time in progression in order to be considered at the subsequent step. Grievances involving lost pay discipline (demotion, suspension or discharge), shall be initiated at Step 2 of the procedure. The following are the implementation steps and procedures for processing grievances:

**Step 1:** Within ten (10) working days of the date on which the grievance arose or of knowledge of the facts giving rise to the grievance, the grievant and his steward shall present the written grievance to the Senior Department Head. The Senior Department Head or designee shall render a written decision within ten (10) work days of receipt of the grievance.

**Step 2:** If the grievance is not resolved in Step 1, the employee and his representative, within five (5) working days from receipt of the Department Head's response, may appeal the decision by filing written notice of the fact with the Township Human Resource Officer, requesting a hearing. The Human Resource Officer or designee shall conduct a hearing with in ten (10) working days of the receipt of the written notice of appeal, and shall render a written decision within ten (10) working days after the hearing, and notify the employee and his representative of said decision at the same time.

**Step 3:** If the grievance is not resolved in Step 2, the employee, his representative and/or Union Business Agent within ten (10) working days from the receipt of the human Resource Officer's decision, may appeal the decision by filing written notice with the Township Trustees requesting a hearing on the matter. The Trustees shall conduct a hearing within twenty (20) working days from the date of the filing of the appeal, and shall render a written decision within ten (10) working days after the hearing, and notify the Union and the employee of their decision at the same time. Employees attending Step 3 hearings outside of regular work hours shall not be compensated for the time spent. However, it is agreed that these hearings before the Trustees shall be conducted either in special sessions (for the grievance(s) at hand), or at the beginning of a regular scheduled meeting.

**Step 4: Arbitration.** A grievance unresolved at Step 3 may be submitted to arbitration upon request of the Union in accordance with this section of this article.

The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within twenty (20) working days from the date the final answer at Step 3 is received, the Union shall notify the Employer of its intent to seek arbitration over the unresolved matter.

The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party (or parties) canceling the arbitration. Any grievance not submitted within the twenty (20) working day period described above shall be deemed settled on the basis of the last answer given by the Employer's representative(s).

- (a) The representative of the parties shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner:

Arbitrator Qualifications: The arbitrator selected must reside in the State of Ohio, have advocated decisions for both management and union, have no fewer than thirty (30) published and available awards, and can provide a signed certificate stating that, for five (5) years preceding the date of selection, he/she has not accepted wages, 'honoraria', speaking fees, or legal representations fees from any union. The Federal Mediation and Conciliation Service shall be jointly requested to submit a panel list of nine (9) arbitrators from Ohio. The Union will pay the cost of the initial panel fee. The parties shall alternately strike the names of the arbitrators until only one name remains. Each party may once reject the list and request from FMCS another list of nine (9) arbitrators until a mutually agreeable arbitrator is selected. The party rejecting a list of arbitrator will be responsible for paying the cost involved for obtaining a replacement list.

The arbitrator shall limit his decisions strictly to the interpretation application, or enforcement of specific articles in this Agreement. He may not modify or amend the Agreement.

- (b) The arbitrator shall be without authority to recommend any right or relief of any alleged grievance occurring at any time other than the contract period in which such right originated, or make any award based on rights arising under any previous agreement, grievance or practices not incorporated in this Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.
- (c) The question of arbitrability of a grievance must be raised by either party at the time of the joint submission to FMCS, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines that grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- (d) The decision of the arbitrator in all matters shall be final and binding. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.
- (e) The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, if any, or the hearing room, shall be borne by the losing party. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or

benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 4. When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the hearing of any such grievance, the appropriate Union steward will be notified of his/her right to be present at the hearing.

Section 5. The Union shall use a grievance form, which shall provide the information outlined in Section 2. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

Section 6. Any grievance that is not timely appealed to the next step of the grievance procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step. Any grievance not answered by the Employer within the stipulated time limits shall be considered to have been answered in the negative, and may be advanced by the grievant to the next step of the grievance procedure. Time limits set forth in this article may be waived by mutual, written agreement.

## **ARTICLE 12. SENIORITY.**

Section 1. Seniority shall be defined as the length of continuous service measured in years, months, and days that an employee has accumulated since the last date of hire as a permanent, full-time employee in the service of the Township.

An employee's seniority shall commence after the completion of the probationary period and shall be retro-active to the first day, full-time, the employee reported for work.

Section 2. The following situations shall not constitute a break in continuous service:

- (a) Absence while on approved sick leave, family and medical leave or disability leave;
- (b) Military leave; and
- (c) A layoff of twelve (12) months or less.

The following situations constitute breaks in continuous service for which seniority is lost:

- (a) Discharge for just cause;
- (b) Retirement;
- (c) Layoff of more than twelve (12) months;
- (d) Failure to return to work within seven (7) calendar days of notification of a recall from layoff via certified mail;
- (e) Failure to report for work for three (3) consecutive work days without giving notice to the supervisor;
- (f) Failure to return to work at the expiration of a leave of absence; and
- (g) A quit or resignation.

During an approved personal leave, seniority is not accrued or lost, it is suspended. Upon return to work from such a leave, the employee's seniority will be adjusted to reflect the period of absence.

Section 3. The Employer shall provide the Union annually (upon request) with a seniority roster listing each employee by classification with their date of hire as a full-time permanent employee. The initial list will be provided within thirty (30) calendar days of approval of this Agreement by the Employer, and upon each hiring of a new bargaining unit employee. The list shall be posted in a conspicuous place. It is agreed that Road Maintenance employees and Mechanics shall have separate seniority boards.

Section 4. Layoff. Layoff shall be by seniority within the classification covered by this Agreement. In the event of layoff, temporary employees and probationary employees shall be laid off before any permanent full-time employees are laid off. Then, the employee with the least number of years of continuous service with the Township shall be the next to be laid off within the classification subject to layoff. An employee to be laid off shall be given at least ten (10) working days in advance notice.

Section 5. Recall. Laid off employees will be placed on a recall list and will be eligible for recall for one (1) year from the date of layoff. Recall shall be done by seniority that is the last person laid off shall be the first person recalled. No new employees will be hired to bargaining unit positions covered under this Agreement while there are regular permanent full-time employees on the layoff list eligible for recall, unless such eligible employees decline the position when it is offered or fail to respond to the recall offer within ten (10) working days following the mailing date of the recall notice to report for duty unless a different date for returning to work is specified in the recall notice. Failure to respond and report within ten (10) working days shall be considered a voluntary resignation.

#### **ARTICLE 13. DISCIPLINE.**

Section 1. The Employer may take disciplinary action against any non-probationary employee in the bargaining unit only for just cause. The Employer may implement disciplinary action for, but not limited to, the following circumstances: actions occurring while the employee is on duty or working in the uniform of the Employer, off-duty conduct which adversely impacts Township or actions which violate federal, state, or local statutory provisions or ordinances.

Section 2. Forms of disciplinary action, but not necessarily the order of discipline are:

- (a) Verbal warning;
- (b) Written warning;
- (c) Suspension without pay;
- (d) Demotion with reduction in pay; and
- (e) Termination of employment.

Discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of performance and conduct. Disciplinary penalties shall be appropriate to the offense, and as such the forms of discipline listed in this section do not necessarily represent a systematic order to be followed in all instances.

Section 3. Prior to any proposed suspension of more than five (5) days, demotion or discharge, the affected employee shall be entitled to a hearing before the Board of Township Trustees. The employee may be represented by any representative of his choosing. The Board shall issue its decision and the disciplinary action, if any, within seven (7) calendar days following the hearing, unless the parties agree to an extension of time.

Where the nature of the alleged violation warrants immediate removal of the employee from the work site, such employee may be conditionally suspended without pay pending a hearing on the charges. If the employee is subsequently cleared of all charges, the employee shall be compensated for the period of the conditional suspension.

Section 4. All disciplinary action shall be subject to the grievance procedure.

Section 5. Records of verbal or written disciplinary action shall cease to have force and effect after twelve (12) months from the date of issuance provided no intervening discipline has occurred; all other discipline shall cease to have force and effect after twenty-four (24) months from the date of issuance, provided no intervening discipline has occurred.

#### **ARTICLE 14. SUBCONTRACTING.**

Section 1. The Employer reserves the right to contract or subcontract work where such work is necessary to provide adequate service to the public or to perform work beyond the capability of bargaining unit employees as determined by the Employer.

Section 2. In the event the Employer decides to contract out services that would result in the layoff of any employee in the bargaining unit, it agrees to meet with the Union upon demand to negotiate the effects of the decision upon affected employee's wages, hours, and other terms and conditions of employment.

Section 3. The Employer shall not contract out or subcontract work for the purpose of eroding the bargaining unit.

#### **ARTICLE 15. WORKER'S COMPENSATION.**

Section 1. All bargaining unit employees are covered under benefits provided by the Ohio Bureau of Workers' Compensation. The determination of the validity of claims and eligibility for benefits is made by the Ohio Bureau of Workers Compensation in accordance with state law.

Section 2. An employee who is injured on the job and leaves before the employee's regular quitting time to receive medical attention shall not suffer a loss of pay for that day.

Section 3. Employees injured on the job must complete an "Injury Investigation Report". All injuries, occupational illnesses, accidents, and incidents, no matter how minor, shall be reported promptly to the immediate supervisor as soon as the employee is physically able and no later than the end of the immediate shift. Personnel must cooperate fully in any investigation of the incident/accident. Failure to report an injury or falsifying any documentation related to an occupational injury shall result in disciplinary action.

#### **ARTICLE 16. NO STRIKE / NO LOCKOUT.**

Section 1. The Township and the Union agree that the services performed by Employees are essential to the public's health, safety, and welfare. Therefore, during the period this Agreement remains in effect, the Union shall not authorize, instigate, aid, condone, encourage, participate, or otherwise engage in any strike, work stoppage, or slowdown, or other job action or inaction by employees which

interrupts or interferes with the operation of the Township. The Township shall not lock out employee from the performance of their job duties in violation of Section 4117.11 (A)(7), R.C.

Section 2. During the period this Agreement remains in effect, no employee shall instigate, aid, condone, encourage, participate, or otherwise engage in any strike, work stoppage or slowdown, or other job action or inaction by employees which interrupts or interferes with the operation of the Township. This article specifically prohibits any employee from refusing to report for work or refusing to work due to the existence of a picket line.

Section 3. The Union agrees to take affirmative steps to bring about an immediate resumption of work in the event of any strike, work stoppage, or other job action or inaction by employees in violation of this article. In the event of any strike, work stoppage, or other job action or inaction by employees which violates this article, the Union shall:

- (a) Notify all employees immediately in the event of an interruption of work that is unauthorized and in violation of this Agreement; and
- (b) Make every possible and reasonable effort to have employees cease violation of this article

Section 4. In addition to any other rights and remedies prescribed by law, the Township shall have the right to discharge or otherwise discipline any employee violating this article, and such discharge or discipline shall not be subject to the grievance and arbitration provision of the contract.

Section 5. Nothing in this article shall prevent any party from seeking such relief as it may be entitled to from any court of competent jurisdiction in the event of a violation of this article.

## **ARTICLE 17. ANNOUNCEMENT OF VACANCIES.**

The Appointing Authority will internally post classified vacancies, which occur or are imminent within the organization. Positions are filled by promotion as far as practicable. If the Appointing Authority does not promote a current Township employee, the position may be filled by hiring outside applicants. Each position vacancy shall be posted for a period of time not less than seven (7) consecutive calendar days. The Appointing Authority shall maintain a list of announced vacancies for public inspection. Ohio Revised Code Chapter 124 specifies procedures for hiring, especially regarding classified employees.

Section 1. Each announcement shall include the job classification title, range of pay, department, shift, area of vacancy, description of essential functions, minimum qualifications, posting period, and state whether applicants tentatively selected for this position will be required to submit to urinalysis prior to appointment to screen for illegal drug use. The appointment to the position will be contingent upon a negative drug test result. In addition, each announcement shall specify the procedures of application and shall contain a statement affirming Hamilton Township's commitment to a policy of Equal Employment Opportunity.

Section 2. An application form must be properly completed and submitted to the Human Resources Manager or designee responsible for posting the position vacancy before an applicant will be selected for employment. An Employment Application form may be picked up from the Administration Department located at 7780 South State Route 48, Hamilton Township, Ohio 45039.

Section 3. The post procedure does not prevent the Appointing Authority from making a temporary assignment to fill a position pending permanent appointment.

Section 4. The Appointing Authority will make reasonable accommodations to assist qualified person with disabilities to apply for vacancies.

Section 5. In order to expedite the hiring or selection process, the Appointing Authority may advertise vacancies externally while the position is posted internally.

Section 6. In emergency situations, an Appointing Authority may make an appointment, not to exceed thirty (30) days, without regard to these posting procedures, and without regard to the civil service rules and laws, so long as Ohio Revised Code 124.30 or another provision permits. Such emergency appointments under Ohio Revised Code 124.30 may not be successive.

Section 7. An Appointing Authority may make an interim appointment under Ohio Revised Code 124.30 to fill a classified vacancy that results from an employee's temporary absence but shall not make such an interim appointment to fill a vacancy caused by another interim appointment. Such interim appointments may exceed thirty (30) days. But otherwise are limited by the duration of the employee's absence.

#### **ARTICLE 18. MEDICAL EXAMINATIONS.**

Section 1. A physical and/or psychological examination by a qualified practitioner may be required prior to and during employment, to ensure that selected job applicants are physically and psychologically able to perform the essential functions of the positions. The Employer will only require the physical or psychological examination after selecting a preferred applicant for hire or promotion.

Section 2. A job description which specifies the essential functions of the position will be sent to the licensed, qualified practitioner conducting the examination. The practitioner will be requested to indicate in writing whether the applicant can perform the essential functions of the position identified on the job description; and if not, what accommodation, if any, the applicant would require in order to perform the essential functions of the position.

Section 3. The Employer shall pay the cost to administer any examination require of an employee during employment and shall select the physician.

Section 4. Incumbents of specified positions may be legally required to submit to a regularly scheduled medical exam during their period of employment. Such an examination is intended to ensure that the incumbent continues to be physically and psychologically able to perform the essential functions of his/her position.

#### **ARTICLE 19. TRAINING AND EDUCATION.**

Section 1. From time to time, the Employer may schedule special training or education seminars at the Township building. All full-time employees will be required to attend these meetings. Employees will be compensated at their regular hourly wage for eight (8) hours per day, providing the training does not exceed eight (8) hours. Training lasting longer than eight (8) hours will be compensated with overtime or compensatory time.

Section 2. For any seminars or training scheduled within Warren County or less than forty (40) miles away, that the employee is required to attend, he will be compensated for eight (8) hours at his regular hourly wage per day, regardless of the length of the training or seminar per day.

Section 3. When an employee is required to attend a one day school or training that is off site from the Township Building, he/she will be compensated for that day of training as part of his/her regular assigned work. Should the training involve time over and eight (8) hour segment, the overtime or compensatory time system will take effect. The Township will attempt to provide a vehicle for travel to/from training, however, in the event a Township vehicle is unavailable travel expenditures will be reimbursed to the employee at the current Internal Revenue Services (I.R.S.) standard mileage rate of reimbursement per mile. Travel time greater than one hour to and from the training site can be counted toward the regular assigned day as time-worked.

Section 4. When an employee is required to attend a school, seminar, or training that lasts more than one (1) day, he/she will be compensated at the rate of eight (8) hours per day at his/her regular hourly wage, regardless of the time spent in class. Unless part of the requirements for the class, the employee may choose and make arrangements for his/her overnight lodging; however, he/she will only be reimbursed for a maximum of the current I.R.S. rate of hotel expenditures per night for the region in which the training is held with proper receipts submitted to the Township. He/She will also be reimbursed for food expenses, not to exceed the maximum allotment per the I.R.S. rate of food expenditures within the region of the training attended, with the proper receipts submitted to the Township. The employee shall use a Township duty vehicle, if available, for this type of travel and will be reimbursed for any expenses incurred in connections with this travel (gas, oil, etc.) with the proper receipts, as applicable. In the event a Township vehicle is unavailable travel expenditures will be reimbursed to the employee at the current Internal Revenue Services (I.R.S.) standard mileage rate of reimbursement per mile. Travel time greater than one (1) hour to and from the training site can be counted toward the regular assigned day as time-worked.

Section 5. The expenses for tuition, registration, fees, books, etc. of any mandatory class shall be paid for by the Township up to a maximum of \$2,000.00 (two-thousand dollars) per calendar year.

The Township shall reimburse any road employee who is enrolled in a non-mandated course or an accredited college or university course(s) and who passes said course(s) with a minimum grade of a "C"; provided the course(s) is part of the subject institution's generally accepted curriculum leading to a degree in Public Administration, Engineering, or job related field. The Human Resources Manager must give prior written approval to Road personnel who enroll in courses under this Section. The employee must be able to demonstrate that said course is part of the approved curriculum for the degree major. Reimbursement will be as follows:

If the employee receives an 'A' for that semester/quarter he will be reimbursed at 100% to a maximum of \$2,000.00.

If the employee receives a 'B' for that semester / quarter he will be reimbursed at 75% to a maximum of \$1,500.00

If the employee receives a 'C' for that semester / quarter he will be reimbursed at 50% to a maximum of \$1,000.

Reimbursement for books shall not exceed \$500.00 per year, as to not exceed the \$2,000.00 maximum per calendar year.

All original receipts and grade cards are to be provided in order to receive any reimbursement.

The employee will be required to sign the Hamilton Township Training Commitment Form for all college courses or non-mandated (job required) classes taken. In the event the employee leaves employment for any reason, he/she will be required to reimburse Hamilton Township the portion of fees based on the original course cost and the length of service completed (from completion of said course) as detailed below: The employee will be required to sign the Hamilton Township Training Commitment Form and be held to the agreement thereof. If the employee fails to attend the course, registration or other associated training fees may become the responsibility of the employee, as outlined in the agreement. In the event the employee leaves employment for any reason, he/she will be required to reimburse Hamilton Township the portion of fees based on the original course cost and the length of service completed (from successful completion of said course) as detailed below:

<u>Length of Service</u>	<u>6 months</u>	<u>1 year</u>	<u>1.5 year</u>	<u>2 years</u>	<u>2.5 years</u>	<u>3 years</u>
<u>Cost of Class / Course</u>						
<u>\$2,000 or more</u>	<u>100%</u>	<u>100%</u>	<u>75%</u>	<u>50%</u>	<u>25%</u>	<u>0%</u>
<u>\$1,000 - \$1,999</u>	<u>100%</u>	<u>75%</u>	<u>50%</u>	<u>25%</u>	<u>0%</u>	
<u>\$500 - \$999</u>	<u>100%</u>	<u>50%</u>	<u>25%</u>	<u>0%</u>		
<u>\$100 - \$499</u>	<u>100%</u>	<u>25%</u>	<u>0%</u>			

Section 6. For employees who are required by Ohio law to have a commercial driver's license while performing the duties assigned to them by Hamilton Township, the Township will pay the cost of the initial training material and test fee, in addition the Township will pay for the CDL endorsement cost renewal minus the regular fee of an Ohio driver's license not to exceed a maximum of \$20.00 every four (4) years. The Township will also pay the cost of the physical examination, if any, required to meet the minimum requirements for passing the commercial driver's license test to the extent that the cost of the physical is not covered by health insurance benefits under this Agreement. The Employer shall have a right to receive a copy of all examination results, scores and reports, and the Employee will provide any authorizations that the Employer may require in order to obtain a copy of such information. Re-test, re-examination, and renewals shall be paid for by the employee.

**ARTICLE 20. ALCOHOL AND DRUG TESTING.**

Section 1. Employees are prohibited from consuming or possessing alcohol while on duty, except as may be necessary in the lawful performance of their duties. Employees are prohibited from consuming alcohol ten (10) hours before the start of their regularly scheduled shift. If a supervisor notifies an employee that he is "on call", the employee must immediately inform the supervisor if he has consumed alcohol in the past four (4) hours.

Section 2. Employee are prohibited from possessing, using, selling or delivering any illegal drug at any time or at any place, except as may be necessary in the lawful performance of their lawful duties.

Section 3. Employee shall use due diligence in the use of over-the-counter medications or prescription medication authorized by a medical practitioner.

Section 4. Drug or alcohol testing may be required of each employee for the following reasons:

- (a) Pre-Employment Screening – Every applicant will be required to submit to a drug/alcohol test. The Employer will arrange the time and location of the pre-employment screening and will cover the cost of the test. The applicant will submit a release for disclosure of the test results to the Township. It is the responsibility of the applicant to report to the testing site on time. Positive results prohibit employment. If the applicant contests the results, he may submit to a second test at his own expense.
- (b) Post-Accident Testing – Drug/alcohol testing will be required under all of the following conditions: 1) employee is involved in an accident which causes injury to himself or others, 2) accident with fatality, 3) accident where the employee is issued a traffic citation, 4) at the employer's discretion the employee may be required to submit to Drug/alcohol testing. A representative of the Township will transport the employee to the collection site and then transport the employee home. The employee will not report for duty unless a negative test result is obtained. A positive test result will subject the employee to disciplinary action. The employee may use comp time or personal days if the test results cannot be obtained before the start of the employee's next scheduled shift.
- (c) Reasonable Suspicion Testing – Suspicion that an employee used or is abusing drugs or alcohol in an unlawful manner may be based upon: 1) observable phenomena, such as direct observation of drug or alcohol use, appearance, behavior, speech, or body odor; 2) a pattern of abnormal conduct or erratic behavior; 3) arrest or conviction for a drug or alcohol related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking; 4) information provided either by reliable and credible sources or independently corroborated; 5) evidence that an employee has tampered with a previous test; 6) facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice. If an employee is ordered to undergo reasonable suspicion testing, he will immediately cease to perform his Township function and be transported to a collection site by a representative of the Township and then transported to his home. He will not report for duty unless a negative test result is obtained. If a positive test result is obtained, he will be subject to disciplinary action. The employee may use comp time or person days if the test results cannot be obtained before that start of the employee's next scheduled shift.
- (d) Return to Duty Testing – Before an employee may return to active duty after testing positive for alcohol/drug abuse, he must submit to an alcohol/drug test and have a negative result. The employee will incur the cost for this test and may choose the testing site. He will submit a release allowing the results of the test to be disclosed to the Township.
- (e) Follow-up Testing – Any employee who has returned to work following a disciplinary action resulting from a positive drug/alcohol test pursuant to D.O.T guideline will submit to six (6) random tests in the twelve (12) months following his return to active duty. The employee will incur the cost for these tests and may choose the testing site. He will submit a release allowing the results of the test to be disclosed to the Township.
- (f) Random Drug Screening – All employees will be required to participate in the Bureau of Worker's Compensation Random Drug/Alcohol Testing Program or for compliance with Department of Transportation and other applicable regulations. Employees whose jobs require them to have a commercial driver's license (CDL) and who drive vehicles for which testing is required under federal and state regulations also are subject to alcohol and drug requirements of the Federal Omnibus Transportation Employee Testing Act of 1997, as well as the Ohio Department of Transportation.

Section 5. Drug/alcohol testing shall be conducted solely for administrative purposes. Results obtained shall be held in complete confidence and will not be used in criminal proceedings other than by subpoena from a court of competent jurisdiction.

Section 6. Refusal to submit to any of the drug/alcohol testing required by this article will result in the employee's immediate termination from Township service. He will have forty-eight (48) hours to return all Township property to the Township and remove his personal property from the Township premises.

## **ARTICLE 21 PAYROLL/ GARNISHMENTS.**

Section 1. Pay Period. All employees shall be paid every other Friday for the pay period ending one week earlier.

If a holiday should occur on the Friday on which a payday falls, then paychecks will be issued on the preceding Thursday.

Supervisors are to receive any questions regarding an employee's pay and make the necessary explanations or inquiries in order to resolve the matter.

Pay advances of any kind are not permitted.

Section 2. Deductions. Certain deductions are made from payroll checks as required by law, in accordance with employee benefit plans, or as requested by the employee. These deductions are itemized on the employee's pay statement, which accompanies the bi-weekly check. Deductions include:

- (a) PERS. Federal law requires each employee to contribute a part of his/her income for social security benefits or to a Public Employees Retirement System.
- (b) Medicare. All employees hired on or after April 1, 1986 are required by law to contribute part of their income to Medicare.
- (c) Income Taxes. The federal, state, and local governments require that income taxes be withheld from each salary payment. The amount of tax to be withheld is determined from tables furnished to the Township by the Treasury Department, and varies according to the amount of salary and number of dependency exemptions. Employees are required to complete withholding tax certificates upon initial employment and to inform the Departmental Official of any dependency change whenever such change occurs.
- (d) Miscellaneous. Deductions may include those requested by the employee (in writing). Examples: Union dues, United Way, Credit Union, Deferred Compensation, etc. The Appointing Authority may refuse to make deductions below certain prescribed minimum amounts, or at irregular intervals, or for other cause which the Appointing Authority deems not in the best interest of Hamilton Township.

Section 3. Garnishments. The Appointing Authority shall accept garnishments against its employees with appropriate court proceedings. However, the Appointing Authority encourages employees to act as quickly as possible to relieve the Township of this administrative burden. Repeated garnishment on the wages of an employee can result in disciplinary action. Depending on the circumstances, the employee may be subject to disciplinary action consistent with Article 13 (Discipline).

## **ARTICLE 22. ABSENTEEISM AND TARDINESS.**

Proper service to the citizens of the Township requires that employees report to work reliably and on time, unless excused. Absence on a regular basis is inexcusable and shall not be tolerated. Absence causes a burden on co-workers and disrupts the normal operation of a department. The affect of absence of 24-hour and shift operations can be especially profound and can create situations in which appropriate service levels are not maintained.

Section 1. Notification of Absence is required in as timely a manner as is possible to the immediate supervisor or the office of Human Resources. Failure to comply with this work requirement may result in disciplinary action. The type of discipline will depend upon the frequency and degree of the abuse.

- (a) All absences from work must be reported, in advance, to the employee's immediate supervisor, or the office of Human Resources, no later than thirty (30) minutes following the time he/she is scheduled to report for work, or two (2) hours in advance if that employee's duties are continuously performed within an agency which operates 24 hours a day, seven days a week, unless otherwise established by the supervisor.
- (b) Each employee returning to work must complete a "Request for Leave/Medical Practitioner's Statement", which will explain the reason for the employee's absence. Any written documents which substantiate the employee's reason for absence should be submitted at this time. This form will be reviewed by the Departmental Official to determine whether or not the absence will be approved.
- (c) Any absence from work may not be approved unless it has been reported to the employee's supervisor, in advance, as set forth above.

Section 2. Unexcused Absence is defined as any situation in which an employee is absent from work without approval, including disapproved sick leave, leave of absence, or vacation; excessive absence; tardiness; and failure to report off work. An unexcused absence, except tardiness, is a Group II disciplinary offense. Discipline for tardiness alone may result in up to three (3) verbal warning in one year before more severe disciplinary action is administered.

Section 3. Definitions of Unexcused Absences Subject To Disciplinary Action Are Listed Hereunder

## **ARTICLE 23. LEAVE OF ABSENCE/ MILITARY LEAVE.**

Section 1. The Township may grant an unpaid leave of absence to may employee for a maximum duration of six (6) months for any personal reason of the employee. This leave may be extended. This leave is outside the scope of FMLA.

Section 2. Except in cases of extreme emergency, the request for leave must be made thirty (30) days prior to the first day of leave.

Section 3. At the end of the leave, the employee is expected to return to duty. If the employee does not return to duty, he will be removed from his position. He will not receive seniority during his leave.

Section 4. An employee who is a member of a reserve or National Guard unit will be granted unpaid leave not to exceed thirty-eight (38) day per calendar year for training purposes.

Section 5. Employees are required to submit to the Township an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time.

## **ARTICLE 24. SAFETY / RISK MANAGEMENT.**

Section 1. Safety Statement. It is the objective of the Appointing Authority to conduct all operations as safely and efficiently as possible. To accomplish this, authority and accountability for loss prevention shall be assigned to all administrative and supervisory personnel within their individual area of operations. The Office of Human Resources has been appointed Hamilton Township Risk Management Coordinator. It is the Office of Human Resources' responsibility to administer a loss control effort at a staff level and coordinate these efforts with all departments to ensure that loss control standards are met throughout the entire jurisdiction. Each employee will have the responsibility of performing his/her job in a safe and efficient manner and in reporting the existence of any hazardous condition or practice.

All employees, particularly supervisors, have the responsibility of ensuring that safety policy and procedure is followed and that prescribed safety equipment is properly used. Supervisors found negligent in requiring, and employees found negligent in implementing, prescribed safety practices and procedures shall be subject to disciplinary action, including the possibility of termination.

All employees are subject to drug testing based on reasonable suspicion (see Policy 7.12: Drug Free Workplace and Substance Abuse).

Section 2. Risk Management. The risk management function is a disciplined process to identify and analyze exposures; and to take actions to prevent, reduce, retain, or transfer various levels of risk. "Risk Management" is a relatively recent term, and has essentially replaced the term "Loss Control." There are three basic steps in the risk management process. The first is to identify risks, the second is to control risks, and the third is to evaluate the risk management program and revise as necessary.

Hamilton Township's risk management program has the following objectives:

- (a) To prevent pain and suffering to all employees and members of the public.
- (b) To protect assets.
- (c) To ensure a safe environment for employees and for members of the public who come into contact with these employees as services are provided.
- (d) To minimize the possible interruption of vital public services.
- (e) To safeguard that all exposures to financial loss are discovered and treated.
- (f) To reduce the cost of accidents, including insurance premiums, through effective safety programs and practices.
- (g) To reduce other financial losses by using efficient reduction procedures.

The benefits of risk management are as follows:

- (a) Increased work productivity because of accident reduction.
- (b) Decreased cost of accident.
- (c) Reduced loss, misuse, or theft of property.
- (d) Ensuring that all possible risks are discovered and treated
- (e) Higher employee morale and productivity due to a safer work environment.

- (f) Minimized cost through a sound combination of risk financing, retention, transfer, control, avoidance, prevention and reduction techniques.

The Board of Trustees shall establish a "Risk Management Committee" made up of various elected and departmental officials. It is the responsibility of said Committee to determine the means by which the Township's risk management objectives can be met. Further, said Committee is charged with the responsibility of reviewing accidents, losses, liability claims, ect., that have occurred and to attempt to determine whether safety rules were violated and whether the accident was preventable or non-preventable. The purpose of the Committee is not to place blame, but to determine the real cause of the loss and suggest methods of control. These methods including suggestions for reprimand, penalties, or dismissal for employees who repeatedly violate established rules and/or who act carelessly and recklessly in behalf of their employer.

Section 3. The Appointing Authority may adopt health and safety policies and procedures that are beyond the scope of this manual. Ohio Revised Code Section 4167 and the regulations there under further explain the State of Ohio Public Employment Risk Reduction Program.

## **ARTICLE 25. HOURS OF WORK / OVERTIME.**

Section 1. This article is intended to define the normal hours of work per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Township from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or establishing part-time positions. This article is intended to be used as the basis for computing overtime, and shall not be construed as a guarantee of work per day or per week.

Except in the case of emergency, the Union will be notified fourteen (14) days in advance of implementation of any change in the normal hours of work per week in effect at the time of execution of this Agreement.

Section 2. The work period shall begin at 12:01 a.m. on Sunday and continue for seven (7) consecutive calendar days (one hundred sixty-eight [168] consecutive hours) ending at 12:00 midnight the following Saturday.

Section 3. Each employee's work schedule shall be determined by the Employer, taking into consideration the employee's seniority. The normal work schedule for full-time bargaining unit employees shall consist of forty (40) hours of work per week, eight (8) hours per day, five (5) consecutive days per week. The forty (40) hour work week shall consist of 7:30 AM to 4:00 PM, Monday through Friday.

Section 4. Bargaining unit employees required to work in excess of eight (8) hours per day or forty (40) hours of actual work during the seven (7) day work period shall be paid overtime pay for such time over eight (8) hours per day or forty (40) hours of actual work per week at the rate of one and one-half (1 ½) times his regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this article or Agreement. There shall be no pyramiding of overtime.

Section 5. The Employer may approve compensatory time off in lieu of overtime pay. Compensatory time is computed at a rate of one and one-half (1 ½) hours of compensatory time per one (1) hour of

overtime worked. Employees may accrue a maximum of one-hundred sixty (160) hours of compensatory time. Compensatory time off shall only be taken with prior approval of the Employer. Upon written request, each employee shall be entitled to convert an unlimited amount of their accumulated compensatory time to cash in November of each year, payable by the first pay period of December. All compensatory time accumulated through the pay period ending date prior to the first pay day in December shall be converted each year to cash, with payment therefore being due at the first pay period in December, except that each employee shall be entitled to elect to carry over from year to year a maximum of forty (40) hours.

Accrued compensatory time not utilized by the employee at the time of permanent separation from employment for any reason will be paid to the employee at the employee's hourly rate in effect at the time of separation. In the event of the death of the employee, such payment will be made to his spouse or next immediate family member.

Section 6. Whenever the Employer determines overtime is necessary to meet the operational need of the department, any or all employees may be required to work overtime.

Section 7. Employees shall not begin work prior to their normal scheduled start time or work beyond their normal scheduled quitting time unless overtime has been approved by the Employer. Employees shall obtain advance approval of the Employer before working any overtime.

Section 8. Whenever the Employer in its sole discretion determines that overtime is necessary, an attempt will be made to evenly distribute overtime opportunities among bargaining unit employees. The Employer will establish a rotational call-in list according to seniority. Whenever overtime opportunities exist, the Employer will attempt to contact the person at the top of the list. Once the employee has worked the overtime assignment or refused the overtime assignment, or in the event the Employer is unable to contact the employee, said employee will move to the bottom of the rotational list. The next overtime assignment will be offered to the next highest employee on the list, and so on.

If all employees on the rotational list refuse the overtime work, the Employer may mandate that the least senior employee be assigned the work. In the event the Employer is unable to reach a bargaining unit member from the call-in list, the Employer may utilize non-bargaining unit employees to complete the work.

Section 9. Call-In Pay. Employees who are called in and report for emergency work outside of their normal work hours, necessitating additional travel to and from work, shall be credited with hours actually worked for all time spent actually working, but with not less than two (2) hours, at the applicable rate in accordance with this article. It is understood that any call-in which starts prior to the regular shift and continues into the employee's regular shift, or time worked immediately following the regular shift, shall not be eligible for the minimum as provided above.

## **ARTICLE 26. BREAK PERIODS AND LUNCH PERIODS.**

Section 1. Break Periods. If authorized by his/her immediate supervisors, an employee may take not more than two (2) 15-minute rest periods each full workday. Rest periods shall never interfere with the proper performance of the work responsibilities of the department. Supervisors may schedule rest periods as deemed appropriate.

In lieu of the two (2) 15-minute breaks outlined above, employees may opt to schedule the full thirty (30) minutes in conjunction with their lunch period, making their lunch period a total of sixty (60) minutes, thirty (30) of which shall be paid time, upon prior approval of the supervisor on day of request.

The Appointing Authority is not required to make provisions for make-up time. Whenever an employee is absent from work through no fault of the Appointing Authority, he/she will not be permitted to work beyond normal working hours solely for the purpose of "restoring" the time lost.

Section 2. Lunch Period. The length of the lunch period shall be determined by Departmental Officials. Bona fide lunch periods of at least thirty (30) minutes during the scheduled workday are not considered as work time, except for fire and police personnel on duty. The employee shall be completely relieved from duty for the purpose of eating regular meals, except in cases of emergency.

## **ARTICLE 27. UNIFORMS AND SAFETY SHOES.**

Section 1. The Employer shall furnish uniforms to members of the bargaining unit in styles and quantities designated by the Employer. Identification and determination of specific articles of clothing and footwear to be provided, sources of acquisition, and frequency of distribution remains within the discretion of the Employer unless otherwise prescribed in this article.

Section 2. Acquisition of suitable footwear shall be the responsibility of each employee and shall meet the safety requirements set forth by the Employer. Footwear shall be safety-toed, steel shank, OSHA approved boots, Black in color – no other color may be worn unless otherwise approved by the Employer in writing. The Township shall reimburse each employee up to a maximum of \$150.00 each calendar year, payable with a valid original receipt of purchase. Employees will not be eligible for such provision until the employee's probationary period has been completed.

Section 3. The Employer shall issue replacement clothing for items that have been damaged or destroyed during the course of employment. The employee must notify the Employer in writing when clothing needs to be repaired or replaced, and the Employer may demand visual inspection and/or the return of any item prior to the issuance of a replacement.

Section 4. Uniforms and all other items issued by the Employer shall remain the property of the Employer and must be returned if for any reason the employee leaves the Township's employment. The employee's final paycheck will be held by the Township until all Township property has been returned.

Section 5. The wearing of the uniform is mandatory where prescribed. Employees who report to work and are not in the proper uniform will not be permitted to begin work, except in emergency situations as determined by the Employer.

Section 6. It is the responsibility of the employee to inspect issued uniforms, identify items for replacement, request replacements and insure cleanliness and proper fit.

The Employer shall provide winter weather clothing, insulated garments (lower and upper), ANSI approved for reflective properties, and replace as required as outlined in Section 3 of this article.

## **ARTICLE 28. EXPENSE REIMBURSEMENT.**

Section 1. In accordance with Ohio Revised Code, Section 325.20, except as otherwise provided by law, no elected Township Official and no deputy or employee of the Township shall attend, at Township expense, any association meeting or convention, unless authorized by the Board of Trustees. Before such allowance may be made, the head of the Township Department desiring it shall make a written request to the Board of Trustees showing the necessity of such attendance and the probable costs to the Township. If a majority of the members of the Board of Trustees approves the written request, such expenses shall be paid from the monies appropriated to that office. Travel may be authorized for the above reasons by the Board of Trustees after it has taken place only upon presentation to the Board of unusual and extenuating circumstances. (See form 10.23: request for Authorization to Attend Association Meeting or Convention).

Section 2. Travel on official Township business must be approved by the Appointing Authority within the limits of his/her budgetary appropriation.

Section 3. Employee authorized to attend conferences, meeting, and/or seminars requiring a payment of a fee, shall submit any registration materials and information to the Township for prepayment of such fees. If an employee chooses to pay for such registration fees, that employee shall submit a receipt of such payment along with the Employee Expense/Reimbursement Report, which may be found in Section 10 of this Manual.

Section 4. If overnight lodging is required for an employee or officer while attending an approved conference, convention, schooling, or other meeting, the Township will reimburse or may prepay the actual cost of the accommodations at the designated lodging site or at the nearest and most reasonable lodging available. In all other cases of travel wherein an officer or employee is required to pay for overnight lodging, he/she shall be reimbursed the actual cost thereof, but not exceeding the lowest rate available in the most reasonable accommodations available. The amount thereof shall be listed on the Employee Expense/Reimbursement Report and a receipt submitted. [Reference Article 19, Section 4.] Reimbursement or prepayments shall not be made for lodging within Hamilton Township unless emergency conditions necessitate such lodging. Reimbursement or prepayment for the expense of staying overnight in a non-commercial establishment, other than home, is allowable up to a maximum rate pre-approved by the Board of Trustees. The name and address of the establishment and the amount claimed shall be required with the Employee Expense/Reimbursement Report.

Section 5. Reimbursement shall be allowed for meals while traveling outside the Township at the actual cost involved, but not exceeding the maximum rate not to exceed the maximum allotment per the I.R.S. rate of food expenditures within the region of the training attended, with the proper receipts submitted to the Township. All such meals are to be listed separately and individually on the standard Employee Expense/Reimbursement Report.

Receipts for such meals are required. Meals purchased within Hamilton Township are not reimbursable, except when associated with a pre-approved business function. No reimbursement will be made for alcoholic beverages.

Section 6. Reimbursements will be made for a reasonable amount of tips or gratuities in connection with the handling of baggage and luggage. Tips and gratuities in connection with meals shall be included in the maximum reimbursement allowance as provided.

Section 7. Travel by air, rail, bus, or other common carrier must be made at the lowest available rate, unless otherwise authorized in advance by the Board of Trustees. Unused travel reservations must be released within the time limit specified by the carriers or the officer or employee may be liable for any charges assessed. Expenses claimed for travel by common carrier must be supported by ticket stub, receipt, or similar evidence of expense where the expense is \$1.00 or greater.

Section 8. Employees will be reimbursed at the current rate per mile as approved by the Board of Trustees for the use of privately owned automobiles or motorcycles when traveling on official Hamilton Township business. Such reimbursement is payable to only one of two or more employees traveling on the same trip in the same vehicle. The mileage rate shall be considered as the total reimbursement for all expenses incurred in the use of a privately owned automobile when traveling on official Township business except parking charges, ferry charges, and bridge, highway and tunnel tolls. Such items shall be listed separately and individually on the Expense/Reimbursement Report and receipt are required for all such items exceeding \$1.00.

Section 9. When employee use their personal vehicles for official and approved Hamilton Township travel, the vehicle must be legally and properly insured by the owner (see Policy 7.06: Use of Township Vehicles: Use of Person Vehicles for Township Business, for required limits of liability insurance).

Section 10. A Hamilton Township employee may be reimbursed for out-of-pocket expenses while traveling in a Township-owned vehicle where such expense is directly chargeable to the operation of the vehicle. Such items shall be listed separately and individually on the Expense/Reimbursement Report and receipts furnished for all such items in excess of \$1.00.

Section 11. A Hamilton Township employee may be reimbursed for other types of out-of-pocket expense, such as the purchase of office supplies, manuals, tuition, etc., that are job related upon submission of proper receipt/documents and accompanied by an Expense/Reimbursement Report. All such purchases must, however, be pre-approved by the Departmental Official.

Section 12. Employee Expense reimbursements will be processed and submitted which coincides with pay period, and must be turned in no later than Monday of the ending pay cycle. An employee's sixty (60) day, time period begins on the date in which an expense, less than \$25.00 in cost, is incurred. The only exception to this procedure will be at the end of each calendar year.

## **ARTICLE 29. HOLIDAYS/VACATIONS.**

Section 1. Holiday Pay. Every employee will receive eight (8) hours of Holiday pay paid at straight time. In addition, Employees that work the holiday shall be paid overtime at one and one-half (1 ½) time(s) their regular rate of pay for all hours actually worked on the holiday. Employees who are scheduled off will receive eight (8) hours of pay. Employees called into work on a holiday will be paid overtime at one and one half (1 ½) time(s) their regular rate of pay for all hour worked in addition to the holiday time earned for being scheduled off.

Section 2. Recognized Holidays. The following shall be recognized as holidays and entitle employees to holiday pay:

New Year's Day	1 <sup>st</sup> day of January
Martin Luther King Day	3 <sup>rd</sup> Monday in January

President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	4 <sup>th</sup> Monday in May
Independence Day	4 <sup>th</sup> day of July
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veteran's Day	11 <sup>th</sup> day of November
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Day	25 <sup>th</sup> day of December

**Section 3. Vacation.** The hours of vacation per years of service are as follows:

- One (1) year – Eighty (80) hours
- Eight (8) years – One hundred twenty (120) hours
- Fifteen (15) years – One hundred sixty (160) hours
- Twenty (20) year – Two hundred (200) hours
- Twenty-five (25) plus – Extra week every year

**Section 4.** An employee may carry over a maximum of one (1) week of vacation time beyond January 1<sup>st</sup> of any year. Vacation leaves in excess of two (2) weeks shall be paid at straight time in the last pay period of that year, unless a submitted request has been denied twice by a supervisor, in which case the employee shall be paid.

**Section 5.** Vacation request will be granted by seniority and submitted ten (10) weeks in advance of the actual desired date. Vacation request may be changed at any time during the year. The change is subject to availability of coverage on the date and will have the written approval of the Employer.

**ARTICLE 30. HEALTH AND LIFE INSURANCE.**

**Section 1.** The Township will provide the same hospital, medical, dental, vision, prescription drug card and life insurance benefits to the bargaining unit employees as are available to the general non-bargaining unit employees of the Township, subject to the same eligibility requirements, exclusions, covered procedures, pharmaceutical schedules, employee premium contributions, charges, fees, deductibles, co-payments, etc. The Township reserves the right to select the carrier or method of provision and to amend the administrative rules and other aspects of the plan(s), subject to the proceeding sentence.

Participating bargaining unit employees will pay for ten (10) percent of the total cost of the insurance in 2013, twelve (12) percent of the total cost of the insurance in 2014, and fourteen (14) percent of the total cost of the insurance in 2015. In no event will bargaining unit employees pay a higher percentage rate than any other general non-bargaining Township employee.

The parties agree to reopen this Article on or prior to November 1, 2013 should additional allowances be made in reference to permissiveness to waive provided insurance for a monthly entitlement percentage.

**Section 2.** Details of all coverage will be provided to those who are eligible to enroll, along with a waiver sheet to be signed by those declining participation. Each new employee must report to Human Resources to enroll for insurance or to sign a waiver sheet.

Section 3. Employees who are absent, and are not in active pay status (i.e., not receiving any compensation from the Township) will not receive Township healthcare benefits. Said employees will be offered COBRA. However if an employee is absent in inactive pay status, and the absence qualifies for Family and Medical Leave, then the employee will receive Township healthcare benefits for up to twelve (12) weeks, as allowed by the Family and Medical Leave Act (see Family and Medical Leave). In addition to employees who are granted extended illness leave for a person illness or injury will receive Township healthcare benefits for up to a total of twenty four (24) weeks.

Section 4. If an employee is absent due to a workers' compensation injury, and the absence extends beyond the twelve (12) weeks as allowed by the FMLA, the employee shall not lose Township health benefits. However, if the employee fails to show an approximate date of return, the Employer may seek a disability separation (see Policy 9.04: Disability Separation).

### **ARTICLE 31. RETIREMENT PLAN.**

Section 1. All employees of Hamilton Township are required by law to participate in the Ohio Public Employees Retirement System (Ohio Revised Code, Section 145.32), or the Social Security Retirement System, depending on the department they work in, such as part time firefighters and part time emergency personnel. This program is entirely independent of the Federal Social Security System.

Section 2 Employees who belong to the Ohio Public Employees Retirement System (OPERS) are required to contribute a percentage of their gross pay as determined by OPERS. Employees who contribute to the Social Security Retirement System are required to contribute a percentage of their gross pay as determined by the Social Security Retirement System. The Township will more than match a contribution to the retirement system as determined by the respective retirement system. Hamilton Township will automatically adjust any and all contribution percentages of the employee's gross pay and the employer's percentage match as determined by the respective retirement system.

Section 3. An employee's benefit allowance, when he/she retires, will be based on: his/her final average salary (highest three year average); his/her length of public service during which he/she contributed to the Retirement System; and his/her age on his/her last birthday before the effective date of retirement. This is true for both systems.

Section 4. If an employee is at least age 60 and has five (5) years of service credit, he/she is eligible to retire. An employee can retire on a lesser benefit as early as age 55, if he/she has 25 years of service credit. With 30 years of service credit, there is no age requirement, nor age benefit reduction. The Social Security Retirement System is very similar.

Section 5. Any employee with questions regarding the benefits available under this program should include his/her social security number when contacting the Insurance Benefits Coordinator at the following address:

PUBLIC EMPLOYEES RETIREMENT SYSTEM  
277 East Town Street  
Columbus, OH. 43215  
Telephone: (614)466-2085  
Toll Free: 1-800-222-7377

Section 6. The Clerk's Office will provide assistance to employees when preparing for retirement.

## **ARTICLE 32. SEPARATION PAY.**

**Section 1: Severance:** Upon termination from employment for any reason the employee shall receive full compensation for all hours worked but unpaid, all hours credited (comp time) but unpaid, as well as any earned but unused vacation time and sick time hours as described below:

(a) For employees hired prior to January 1, 2007, he/she shall receive sick hour compensation for a maximum of 500 earned but unused sick time hours. These hours shall be compensated at the rate of pay in effect on the employee's last day of employment. In addition, should the employee have earned but unused hours which exceed 500 hours, those hours beyond 500 shall be compensated on a percentage based on the full-time years of service as follows: 10% for 1-5 years; 15% for 6-10 years; 20% for 11-15 years; and 25% for 15+ years.

(b) For full time employees hired after January 1, 2007, he/she shall receive compensation of all earned but unused sick hours at his/her rate of pay in effect on the employee's last day of employment based on a percentage of full time years of service credit as follows: 10% for 1-5 years; 15% for 6-10 years; 20% for 11-15 years; 25% for 15+ years.

**Section 2.** All compensation will be computed at the employee's rate of pay in effect on the last day worked, excluding any shift differential in effect.

**Section 3: Retirement:** Retiring employees shall be paid for all accrued vacation time, personal days, and comp time and sick time hours as described below:

(a) For employees hired prior to January 1, 2007, he/she shall receive sick hour compensation for a maximum of 500 earned but unused sick time hours. These hours shall be compensated at the rate of pay in effect on the employee's last day of employment. In addition, should the employee have earned but unused hours which exceed 500 hours, those hours beyond 500 shall be compensated on a percentage based on the full-time years of service as follows: 10% for 1-5 years; 15% for 6-10 years; 20% for 11-15 years; and 25% for 15+ years.

(b) For full time employees hired after January 1, 2007, he/she shall receive compensation of all earned but unused sick hours at his/her rate of pay in effect on the employee's last day of employment based on a percentage of full time years of service credit as follows: 10% for 1-5 years; 15% for 6-10 years; 20% for 11-15 years; 25% for 15+ years.

This pay will be computed at the rate of pay in effect on the employee's last day of employment, excluding any shift differential in effect. The employee shall receive this within fourteen (14) days of the last day worked.

**Section 4: Death:** In the event of the death of an employee, his designated beneficiary shall be paid for all accrued vacation time, personal days, and comp time and sick time hours as described below:

(a) For employees hired prior to January 1, 2007, he/she shall receive sick hour compensation for a maximum of 500 earned but unused sick time hours. These hours shall be compensated at the rate of pay in effect on the employee's last day of employment. In addition, should the employee have earned but unused hours which exceed 500 hours, those hours beyond 500 shall be compensated on a percentage based on the full-time years of service as follows: 10% for 1-5 years; 15% for 6-10 years; 20% for 11-15 years; and 25% for 15+ years.

(b) For full time employees hired after January 1, 2007, he/she shall receive compensation of all earned but unused sick hours at his/her rate of pay in effect on the employee's last day of employment based on a percentage of full time years of service credit as follows: 10% for 1-5 years; 15% for 6-10 years; 20% for 11-15 years; 25% for 15+ years the maximum allotment of sick time per full-time years of service credit. (i.e. 10% for 1-5 years of full-time service; 15% for 6-10 years of full-time service; 20% for 11-15 years of full-time service; 25% for 15+ years of full-time service.

If no beneficiary has been designated, it will be paid to his estate. This pay will be computed at the rate of pay in effect on the employee's last day of employment, excluding any shift differential in effect, except that related to unpaid earned income for that pay period. The employee's beneficiary shall receive this within fourteen (14) days of the last day worked.

### **ARTICLE 33. DEATH.**

In the event that an employee is killed while on duty, all the costs for the funeral are to be paid in full by Hamilton Township, for standard arrangements predetermined by the Township, with cost limited to \$6,000.00, with Township trustee being able to raise that amount at their discretion, so all insurance may go directly to the aid of the employee's family.

### **ARTICLE 34. COURT LEAVE.**

Section 1. Upon forty-eight (48) hours advance notice, the Employer shall grant required leave with pay up to a maximum of fifteen (15) work days where an employee is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicatory body of competent jurisdiction who can require or who can have a court require the employee's appearance.

Section 2. All compensation received from the summoning agency for such duty must be paid to the Employer unless such duty is performed totally outside the employee's normal working hours.

Section 3. The employee shall report to work following such court service if one (1) or more hours remain in the employee's scheduled work day.

Section 4. The Employer will not pay employees for appearing in court for cases being heard in connection with the employee's personal matters, including, but not limited to criminal or traffic charges against the employee, domestic relations matters for the employee's family, juvenile court matters for the employee's family, etc. These absences may be leave without pay or available vacation leave at the discretion of the employee, if scheduled in advance and approved by the Employer.

Section 5. When notified, the employee and the Employer shall by mutual agreement, reschedule any vacation or holiday which may occur while an employee sits as a juror or alternate juror.

### **ARTICLE 35. SICK LEAVE.**

Section 1. Sick leave for employees shall accrue at the rate of 3.23 minutes for every hour worked, including overtime. This equals approximately 4.3 hours per pay period or 14 days. In each calendar year an employee may use up to 24 hours of his/her accrued sick leave for personal time off. Accrual

will occur during regular and overtime work hours. Sick leave will not accrue during unpaid leaves of absence, military leave, layoff, or while the employee is on a disciplinary suspension.

Section 2. Employees may accumulate unlimited hours of sick leave. A running total of unused sick leave hours will be kept and at the end of the calendar year, if the employee has accrued more than 1920 hours, he will be paid for the overage at the rate of one-half (1 ½) his hourly rate of pay in effect at the end of the calendar year. He will begin the new year with unlimited accumulated hours and will accrue sick leave hours at his normal rate throughout the year.

Section 3. When an employee is unable to report for duty, he shall notify his immediate supervisor at least one (1) hour, when possible, before the start of his shift, unless extenuating circumstances exist. The Employer may, when the employee uses sick leave for medical appointments, or when an absence is for three (3) days or more, require the employee to furnish documentation from a medical practitioner, or proof of treatment.

Section 4. When an employee is assigned or has scheduled himself to a shift, it becomes his responsibility, except for sick leave usage, to find coverage. Alternatives will require approval of a supervisor.

Section 5. Sick leave may be used for the following reasons:

- (a) Illness or injury to the employee or member of his immediate family where the employee's presence is required.
- (b) Medical, dental, optical, or psychological examination or treatment of the employee or his immediate family which requires the presence of the employee and which cannot be scheduled during non-working hours.
- (c) Exposure to a contagious disease which would render the employee a danger to co-workers or the public.
- (d) Pregnancy and/or childbirth and other conditions related thereto of the employee or immediate family.
- (e) For the purpose of sick leave in this section only, immediate family shall be defined as spouse, parent, child, grandparent, grandchild, any of the former with a "step" relationship, or any other person residing in the employee's home.
- (f) In each calendar year an employee may use up to 24 hours of accrued sick leave for his/her personal time off. Personal time off shall not count as an occurrence to be used against the employee for sick time leave.

Section 6. The Township may investigate all usage of sick leave and may with just cause determine that an employee has not used sick leave properly. Employees who have exhausted their sick leave may request, through the Township, leave without pay.

Section 7. Sick leave shall be used in one (1) hour increments. An employee who calls off at the beginning of a shift may arrange through the supervisor to report for duty later in the shift.

Section 8. An employee who suffers an injury or illness not covered by injury leave, and has insufficient sick leave to cover the absence, may receive donated accumulated sick leave from other employees, the total donated time shall not exceed 720 hours. No individual employee may donate more than 200 hours. Vacation time and personal days must be used before a donation can be made.

Section 9. Family Medical Leave. Upon receipt of written request by a bargaining unit employee who has completed twelve (12) or more months of service, the Employer or designee shall grant an unpaid leave of absence not to exceed twelve (12) calendar weeks for the birth of an employee's child, for the adoption of a child by an employee, for the serious health condition of a spouse, son, daughter, or parent of an employee, or for the serious health condition of an employee. In lieu of granting family medical leave, the Employer may elect to temporarily assign the employee to an available alternate position that would better accommodate the employee's reason for requesting family medical leave.

Written request for family medical leave must be presented as far in advance as possible, but not less than thirty (30) days in advance, unless unforeseen circumstances prevent advance notice. Prior to granting family medical leave, and during the period of family medical leave, the employee must provide the Employer or designee with any requested documents or information pertaining to the reason for requesting family medical leave.

Family medical leave is limited to a total of twelve (12) weeks per employee during each calendar year. The employer shall continue to provide medical insurance during the period of a family medical leave, unless the employee fails to pay his/her portion of the insurance premium.

The employee may use all accrued but unused sick leave first, and then all accrued but unused vacation leave, compensatory time, and/or personal holiday time in conjunction with such family medical leave. An employee who fails to return from family medical leave upon expiration of such leave shall be terminated from employment unless the employee can prove that the condition that caused the family medical leave has continued to exist, or that uncontrollable circumstances prevented the employee's return to work. To the extent permitted by law, the Employer may require any employee who fails to return to work upon the expiration of such family medical leave, to repay the Employer any medical insurance premiums paid by the Employer during the FMLA leave period.

The Employer may require that the employee be examined by a medical practitioner selected by and paid by the Employer during any family medical leave and/or before an employee returns to work from any family medical leave.

#### **ARTICLE 36. FUNERAL LEAVE.**

Section 1. Funeral leave of five (5) days shall be granted to attend the funeral of a member of the immediate family. Proof of death and relationship of the deceased may be requested. The immediate family is defined as: 1) Spouse, 2) Parent, 3) Parent-in-Law, 4) Step-Parent, 5) Guardian, 6) Child, 7) Step-Child, and 8) Grandchild.

Section 2. Funeral leave of three (3) days shall be granted to attend the funeral of: 1) Brother, 2) Sister, 3) Brother-in-Law, 4) Sister-in Law, 5) Half or Step Brother, 6) Half or Step Sister, 7) Grandparent, 8) Grandparent-in-law, 9) Step-Grandparent.

Section 3. Funeral leave of one (1) day shall be granted to attend the funeral of: 1) Aunt, 2) Uncle, 3) Aunt-in-Law, 4) Uncle-in-Law, 5) Cousin, 6) Cousin-in-Law, 7) Spouse's Siblings, 8) Spouse's Sibling's Spouse.

Section 4. Upon approval by the Township, funeral leave in excess of granted amount may be charged to the employee's accrued vacation leave balance.

**ARTICLE 37. WAGES.**

**Hamilton Township Wages**

Section 1. Employees starting as a new hire after January 1, 2013 the following pay scale shall apply for the applicable position. Newly hired personnel will be eligible to receive the percentage (%) increase to his/her current salary as provided for other bargaining unit members upon successful completion of his/her one (1) year anniversary date as outlined in Section 2 of this Article.

Highway Service Worker [ <i>Non-CDL Certified</i> ]	\$12.50/hour
Highway Service Worker 1 [ <i>CDL Class B or Greater Certified</i> ]	\$13.50/hour
Highway Service Worker 2 [ <i>CDL Class A or Greater Certified</i> ]	\$14.50/hour
Mechanic 1	\$15.00/hour
Mechanic 2	\$17.00/hour

Employees graduating to a new classification will receive an hourly pay increase as follows:

Highway Service Worker [*Non-CDL*] to Highway Worker 1 [*CDL Class B or Greater*] will increase \$1.00 to the hourly rate currently received.

Highway Service Worker 1 [*CDL Class B or Greater*] to Highway Worker 2 [*CDL Class A or Greater*] will increase \$1.00 to the hourly rate currently received.

Mechanic 1 to Mechanic 2 will increase \$2.00 to the hourly rate currently received.

Section 2. Employees hired prior to December 31, 2012, all bargaining unit members will receive a 1.5% wage increase to be effective January 1<sup>st</sup> of each calendar year of this contract, except for employees, Leo Enos and Adam Faulkner. They will receive the following wage for this contract:

2013: \$19.31/hour  
2014: \$19.59/hour  
2015: \$20.87/hour

**MISCELLANEOUS WAGES**

Conditions. All Probationary Employees hired without a Class "B" CDL Air Brake endorsement shall have the first six (6) months of employment to obtain said license. In the event the employee cannot pass the CDL test, the employee shall be terminated at the end of his/her probationary period, unless the Township and the Union mutually agree to an extension.

Specialty Assignments. Any employee who works outside his classification (example: electrical, plumbing, carpentry, etc.) shall be paid an additional 2% rate above his/her hourly rate. The employee shall complete all documentation for time worked outside his/her classification with a Supervisor's signature notating approval for time worked.

Merit Increases. Merit increases shall be awarded at the discretion of the Hamilton Township Trustees based on the training and performance of each individual employee. The Township shall provide an annual performance evaluation in order that each employee will know what he/she needs in order to obtain the next classification.

### **ARTICLE 38. TOOLS, SUPPLIES, EQUIPMENT, AND TELEPHONES.**

Section 1. It is responsibility of supervisors to see that all tools, supplies, and equipment provide by the Appointing Authority are properly used and maintained. It is the employee's responsibility to make certain that they observe and follow all safety practices and procedures required in the use of such tools, supplies, and equipment. Misuse, neglect, and abuse of tools supplies, and equipment is prohibited, and will be cause for disciplinary action.

Section 2. Use of equipment will be strictly controlled. Equipment logs will be maintained by each Departmental Official. Equipment may only be used for business purposes with proper authorization from the employee's immediate supervisor.

Section 3. The Township shall supply all tools. Township tools must be inspected and approved for use according to Occupational Safety and Health Administration (OSHA) standards by the employee's supervisor prior to use on the job.

### **ARTICLE 39. EMERGENCY WAIVER.**

Section 1. In the event of an emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff of Warren County, the Federal or State Legislature, the Safety Director/Police Chief of Hamilton Township, or the Hamilton Township Trustees, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer;

- (a) Time limits for the processing of grievances; and
- (b) All the work rules and/or agreements and practices relating to the assignment of employees.

Section 2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions of this Agreement. Any grievance already in process shall pick up at the point where it was interrupted by the emergency.

### **ARTICLE 40. SEPARABILITY AND SAVINGS.**

If any article or section of this Agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties hereto

cannot agree on a mutually satisfactory replacement, either party hereto shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this Agreement to the contrary.

#### **ARTICLE 41. SUCCESSOR CLAUSE.**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto or by a change geographically or otherwise in the location or place of business of either party.

#### **ARTICLE 42. DURATION.**

Section 1. This Agreement shall be effective on January 1, 2013, and shall remain in full force and effect through December 31, 2015, unless otherwise modified, amended, or terminated as provided herein below.

Section 2. If either party desires to modify, amend, or terminate this Agreement, or to negotiate a successor agreement, it shall give written notification of such intent to the other party no earlier than one hundred twenty (120) days, nor later than ninety (90) days prior to the expiration of this Agreement. In the event no such timely notification is given, this Agreement shall automatically renew for periods of one (1) year, with the notification period always being no earlier than one hundred twenty (120) days, nor later than ninety (90) days prior to the expiration of said Agreement in any renewal year. Such notification shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving such notification, unless otherwise agreed.

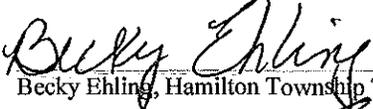
Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each has the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between that Employer and the Union, and all prior Agreements, practices, and policies, either oral or written, are hereby canceled.

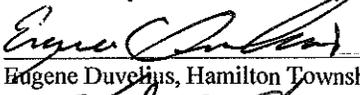
Therefore, the Employer and the Union each, for the life of this Agreement, voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

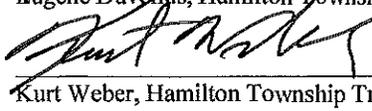
IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals this 19<sup>th</sup> day of December, 2012.

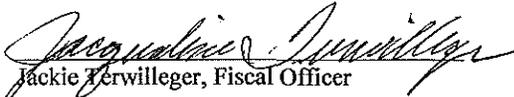
COMPANY: HAMILTON TOWNSHIP

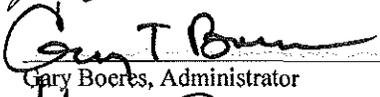
UNION: TRUCK DRIVERS, CHAUFFEURS  
AND HELPERS, PUBLIC EMPLOYEES  
CONSTRUCTION DIVISION. AIRLINES  
GREATER CINCINNATI / NORTHERN  
KENTUCKY AIRPORT AND  
MISCELLANEOUS JURISDICTION, LOCAL  
UNION NO. 100

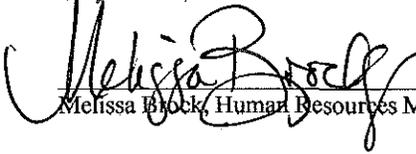
  
Becky Ehling, Hamilton Township Trustee

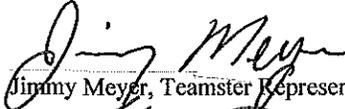
  
Eugene Duvelius, Hamilton Township Trustee

  
Kurt Weber, Hamilton Township Trustee

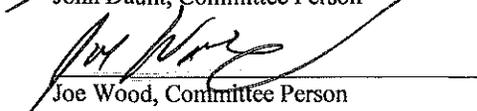
  
Jackie Zerwilliger, Fiscal Officer

  
Gary Boeres, Administrator

  
Melissa Brock, Human Resources Manager

  
Jimmy Meyer, Teamster Representative

  
John Daunt, Committee Person

  
Joe Wood, Committee Person