



13-MED-06-0778  
1003-03  
K30815  
06/12/2014

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE COLERAIN TOWNSHIP BOARD OF TRUSTEES**

**AND**

**AFSCME OHIO COUNCIL 8, AFL-CIO,**

**LOCAL 3553**

**COLERAIN TOWNSHIP PARKS, PUBLIC WORKS  
AND SERVICE EMPLOYEES**

**JANUARY 1, 2014 - DECEMBER 31, 2016**

## TABLE OF CONTENTS

		PAGE
ARTICLE 1	RECOGNITION	4
ARTICLE 2	PURPOSE	4
ARTICLE 3	COPIES OF AGREEMENT	4
ARTICLE 4	INTEGRITY OF AGREEMENT	5
ARTICLE 5	MANAGEMENT RIGHTS	5
ARTICLE 6	NO STRIKE/NO LOCKOUT	7
ARTICLE 7	GRIEVANCE PROCEDURE	7
ARTICLE 8	PROBATIONARY EMPLOYEES	10
ARTICLE 9	NO DISCRIMINATION	10
ARTICLE 10	PERFORMANCE EVALUATION	11
ARTICLE 11	SENIORITY	11
ARTICLE 12	LAYOFF AND RECALL	12
ARTICLE 13	DISCIPLINE	15
ARTICLE 14	JOB BIDDING	16
ARTICLE 15	DOCUMENTATION	17
ARTICLE 16	CORRESPONDENCE TO EMPLOYEES	17
ARTICLE 17	GROUP LEADER RESPONSIBILITY	17
ARTICLE 18	LABOR/MANAGEMENT MEETING	17
ARTICLE 19	HOURS OF WORK AND OVERTIME	18
ARTICLE 20	WAGES	22
ARTICLE 21	TEMPORARY TRANSFERS	22
ARTICLE 22	RESIDENCY	22
ARTICLE 23	TERMS & CONDITIONS FOR PAYMENT OF WAGES	23
ARTICLE 24	TRAVEL REIMBURSEMENT	23
ARTICLE 25	JURY & WITNESS DUTY	24
ARTICLE 26	HOLIDAYS	24
ARTICLE 27	VACATION	25
ARTICLE 28	UNIFORMS	27
ARTICLE 29	FUNERAL LEAVE	28
ARTICLE 30	SICK LEAVE	29
ARTICLE 31	UNION LEAVE	30
ARTICLE 32	GENERAL LEAVE OF ABSENCE	31
ARTICLE 33	LIABILITY INSURANCE	31
ARTICLE 34	PRESCRIPTION, MEDICAL & DENTAL INSURANCE	31
ARTICLE 35	LIFE INSURANCE	32

		PAGE
ARTICLE 36	WORKERS COMPENSATION	32
ARTICLE 37	PENSION PLAN & RETIREMENT	32
ARTICLE 38	INJURY REPORT	33
ARTICLE 39	UNION DUES CHECKOFF	33
ARTICLE 40	FAIR SHARE FEE	33
ARTICLE 41	P.E.O.P.L.E. DEDUCTION	34
ARTICLE 42	UNION ACTIVITY, VISITATION & BULLETIN BOARDS	35
ARTICLE 43	SAFETY OF EQUIPMENT	36
ARTICLE 44	SAFETY & FOUL WEATHER APPAREL	36
ARTICLE 45	WATER & ICE	37
ARTICLE 46	COMMERCIAL DRIVER'S LICENSE	37
ARTICLE 47	DRUG & ALCOHOL TESTING	39
ARTICLE 48	JOB DESCRIPTION	39
ARTICLE 49	FAMILY MEDICAL LEAVE ACT	40
ARTICLE 50	WELFARE TO WORK INITIATIVE	40
ARTICLE 51	DURATION	40
	SIGNATURES	41
APPENDIX I	SALARY SCHEDULE	42

## **ARTICLE 1 RECOGNITION**

**SECTION 1.** Colerain Township Trustees recognize the American Federation of State, County and Municipal Employees, Ohio Council 8, and the American Federation of State, County and Municipal Employees, Local 3553 as the sole and exclusive collective bargaining representative of a bargaining unit consisting of all employees of the Public Works Department including Custodian, Maintenance Worker 1 and 2, Equipment Operator, Mechanic, Foreman, Supervisor Foreman (not a Supervisor as defined in the Act), and Bus Driver (Transportation Driver), excluding all Clerical employees and all Management level employees and supervisors and casual and seasonal employees as defined in the Act.

**SECTION 2.** Whenever the word (Employee) is used in this contract, it shall be deemed to mean the employees in the bargaining unit covered by this contract, as defined in Section 1 of this Article.

**SECTION 3.** Seasonal employees are defined as employees working 210 days or less and less than 1500 hours within a calendar year. Permanent Part-Time employees work less than 1500 hours within a calendar year.

## **ARTICLE 2 PURPOSE**

The purpose of this Agreement is to set forth the terms and conditions of employment negotiated by the parties during negotiations and to establish a peaceful procedure for the resolution of differences between the parties concerning this Agreement.

## **ARTICLE 3 COPIES OF AGREEMENT**

A copy of the Agreement will be posted in the workplace.

**ARTICLE 4  
INTEGRITY OF AGREEMENT**

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

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

The Union and the Township further agree that the presentation, negotiation, or withdrawal of any proposal for change to the Collective Bargaining Agreement made during negotiations for this successor agreement shall be without prejudice and shall not be used as evidence as to the meaning of any provision of this successor agreement which is unchanged in these negotiations by either party.

The parties will reopen, upon the request of either party, to bargain concerning any changes in Federal or State law which affect terms and conditions of employment of the Bargaining Unit.

**ARTICLE 5  
MANAGEMENT RIGHTS**

The parties agree that the management rights set forth in Section 4117.08 of the Ohio Revised Code are incorporated into this Agreement by reference.

Except as specifically relinquished herein, the Union recognizes the Township's right to manage its affairs and the Township retains and reserves unto itself, all rights which ordinarily vest in and are exercised by employers, except where limited by Federal or

State law, without limitation, including all powers, rights, authority, duties and responsibilities conferred vest upon it including but without limiting the generality of the foregoing.

**SECTION 1.** The right to manage its affairs efficiently and economically, including:

the right to determine the quantity, quality, frequency, provider, and type of services to be rendered to the public; including the addition or discontinuance of any services;

to determine, purchase and control the types and numbers of materials, machines, tools and equipment to be used; to select the location and type of its facilities; to carry out cost control and general improvement programs.

**SECTION 2.** The right to manage its personnel matters including: Hiring and setting the starting rate of pay for new employees, establish wage rates for any new or changed classification, to select and to determine and change the work schedules of employees as necessary;

to establish, change, combine or discontinue job classifications, prescribe and assign job duties, content and classification;

to establish training programs and upgrading requirements for employees within the department;

to adopt, revise and enforce reasonable working rules necessary for the maintenance of discipline; to layoff, terminate, suspend or otherwise relieve employees from duty for lack of work or other valid reasons.

**SECTION 3.** The right to manage its operations including:

to establish or continue policies, practices or procedures necessary to continue services to the citizens of Colerain Township.

to determine the amount of supervision that is necessary, to determine the number and types of employees required to perform tasks and to assign work to such employees in accordance with requirements determined by management.

**SECTION 4.** Nothing herein shall prevent employees from presenting their grievances for an alleged violation of any Article or specific term of this Agreement.

**ARTICLE 6  
NO STRIKE/NO LOCKOUT**

The Union agrees that there shall be no work interruptions, nor shall there be any slow-down or other interference with services, for the duration of this contract.

Management agrees that there shall be no lock-out of Union employees for the duration of this Contract.

**ARTICLE 7  
GRIEVANCE PROCEDURE**

**SECTION 1.** A grievance shall be defined as a dispute or complaint arising between the Union or employee and employer who are parties to this contract concerning the interpretation, application, or any breach of the terms of the Agreement, including any disciplinary action.

**SECTION 2.** All grievances must be in writing and must contain the following information to be considered.

- A. The grievant's name and signature
- B. The grievant's classification and department
- C. The date the grievance was filed
- D. The grievant's supervisor's name
- E. As much information as possible concerning the grievance
- F. The specific provision(s) of the contract alleged to have been violated, and;
- G. The remedy sought to resolve the grievance

**SECTION 3.** It is understood at any level of the Grievance Procedure that Management and Union are entitled to an equal number of representation.

**SECTION 4.** Grievances shall be processed in the following manner:

**STEP 1.** When the Union, an employee or group of employees feels they have a grievance he or they and the Steward shall present the grievance in writing to his supervisor that is outside the bargaining unit within five (5) working days of the date on which the grievance arose or within five (5) working days of the date the employee knew or should have known of the grievable facts. The supervisor shall render a written decision within five (5) working days from the date that the grievance was submitted, and shall notify the employee and his representative of the decision at the same time.

**STEP 2.** If the grievance is not resolved in Step 1, the employee and his representative shall submit the grievance in writing on a Union Grievance form to the Department Head within five (5) working days of the supervisor's decision. The Department Head shall render a written decision within five (5) working days from the date of the receipt of the grievance.

**STEP 3.** If the grievance is not resolved in Step 2, the employee and his representative, within eight (8) working days from receipt of the Department Head's response, may appeal the decision by filing written notice of the fact with the Township Administrator or his designee, requesting a hearing. The Administrator or his designee shall conduct a hearing within ten (10) working days of the receipt of the written notice of appeal, and shall render a written decision within five (5) working days after the hearing, and notify the employee and his representative of said decision at the same time. If there is no Township Administrator or his designee at the time of this step appeal, then Step 3 shall be skipped in the grievance process.

**STEP 4. Arbitration**

If the grievance is not resolved in Step 3, the Union may within twenty (20) working days after the receipt of the decision of the Township Administrator submit the grievance by written notice to the Colerain Administrator or Designee for Arbitration. In the event the Union should fail to serve written notice within twenty (20) working days, the grievance shall be considered dropped.

The arbitrator shall be selected from a panel of seven (7) arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA). The arbitrator shall be selected by the alternate strike method, with the Union striking the first name, the Employer striking the second, and the process continuing until one person remains. That person shall be the arbitrator. The parties shall notify the arbitrator selected by joint letter. The arbitrator shall set a date and time for the hearing.

The Township and Union agree to the following policies and procedures for the arbitration of grievances:

- A. The arbitration hearing must be held within 180 calendar days of the original posting to arbitration, or the grievance shall be deemed to be resolved. Delay beyond 180 calendar days caused by the chosen arbitrator will not be grounds for waiver.
- B. The fees and expenses of the Arbitrator shall be borne equally (50%) by the Township and the Union.

- C. All decisions of the Arbitrator and all pre-arbitration grievance settlements reached by the Union and the Township shall be final, conclusive, and binding on the Township, the Union, and the Employee(s).
- D. The aggrieved employee(s), his steward, and the Local President and any witnesses shall not lose any regular straight time pay for time off the job while attending an arbitration proceeding.
- E. In the event a grievance goes to arbitration, the Arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation, violations and the applications of the provisions of this agreement.
- F. The Arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him (unless otherwise agreed by the parties).

#### **SECTION 4.**

- A. If the Employer fails to answer a grievance in a timely manner, it shall be deemed a settlement on the relief requested.
- B. Any step in the Grievance Procedure outlined above may be skipped on any grievance by written mutual consent.
- C. By written mutual agreement of the parties, the time limits as set forth in the Grievance Procedure may be extended.
- D. Grievances may be initiated, within the prescribed time limits of Step 1, at the step which corresponds to the level of supervision where the alleged violation of the contract occurred.
- E. A grievance may be withdrawn by the Union or by the employee during any step of the Grievance Procedure, and the withdrawal shall not preclude the filing of a similar grievance in the future based on a new occurrence.
- F. If an employee or his representative fails to comply with the procedure or time limits set herein, the grievance shall be considered withdrawn, and thereafter such grievance shall not be presented for consideration or be made the basis for any action under this Agreement or otherwise.
- G. In the event that a grievance is modified or amended after Step 2 of the Grievance Procedure, it will be remanded to Step 2. The Employer shall retain the right to contest the timeliness of any amendment or modification which does not arise from the facts or incident from which the original grievance arose.

## **ARTICLE 8 PROBATIONARY EMPLOYEES**

**SECTION 1.** New or re-hired employees shall be considered probationary for a period not to exceed three hundred sixty five (365) calendar days (12 months). Promoted employees shall be considered probationary for a period of one hundred eighty (180) calendar days (6 months). If a promoted employee fails to successfully complete his/her probationary period, he/she will be reinstated to their former position. Any employee who was promoted as a result of the unsuccessful employee's promotion will be returned to their former position.

Employees retained by the Employer beyond the probationary period acquire seniority retroactive to the first day of reporting for full-time work.

The Employer will provide a list of new hires or re-hires to the Union within 30 days of hiring or re-hiring.

**SECTION 2.** During the probationary period, the Employer may discharge, suspend, or reduce any probationary employee at will, and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement.

**SECTION 3.** Probationary employees will be required to contribute a Fair Share Fee as provided in Article 40 of this Agreement during the last ninety (90) calendar days (3 months) of their probation.

## **ARTICLE 9 NO DISCRIMINATION**

**SECTION 1.** The provisions of this Agreement shall be applied equally and without favoritism to all employees in the Bargaining Unit. There shall be no discrimination as to age, sex, handicap, marital status, race, color, creed, national origin, religion or political affiliation. The employees shall share equally with the Employer the responsibility of enforcing this provision.

**SECTION 2.** Whenever the male gender is used in this agreement, it shall be construed to include male and female.

**SECTION 3.** Joining or not joining the Union and continuing or not continuing in membership shall be voluntary acts by an employee. The Employer shall not discriminate against or in favor of an employee because of his or her membership or non-membership in the Union.

The Union or its members shall not discriminate against an employee because of his or her decision to join or not to join the Union.

Further, the Employer agrees not to discriminate against any employee because of that employee's activity as an officer, steward, representative, or in another capacity on behalf of the Union.

## **ARTICLE 10 PERFORMANCE EVALUATION**

Employees shall receive a written evaluation of their job performance annually within thirty (30) days before or after their anniversary date. The employee may review his/her evaluation with the Department Head and have the right to make written objections to be included in their personnel file.

Employees not receiving their written performance evaluation within the thirty (30) days before or after their anniversary date, will not be denied any promotions or salary step increase.

Unsatisfactory performance evaluations shall be subject to the Grievance and Arbitration Procedure.

An employee given an unsatisfactory evaluation (one upon which either promotion or salary increase denial is based) shall be re-evaluated at three (3) month (90 days) intervals for the purpose of appraising the employee of his or her progress toward correcting any deficiencies or shortfalls.

## **ARTICLE 11 SENIORITY**

### **SECTION 1.** Definition

- a. 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 Public Works Department.

### **SECTION 2.** Accrual

- a. An employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day, full-time,

the employee reported for work.

- b. Seniority shall accrue while an employee is in a non-paid status up to twelve (12) months during the period of an approved sick leave or military absence, or according to Federal law if a greater amount of time for military leave is required, provided that the employee returns to work immediately following the expiration of such leave of absence or sick leave.

**SECTION 3.** Loss of Seniority

Except as otherwise provided herein, an employee's seniority shall be lost and employment terminated when he or she:

- a. terminates voluntarily
- b. is discharged for just cause
- c. exceeds an official authorized leave of absence
- d. is laid off for a period of more than two (2) years
- e. fails to notify the Employer of his or her intent to return to work on a recall from layoff, in accordance with the layoff provision of this agreement
- f. fails to report to work for a total of three (3) consecutive days, without notifying the Employer
- g. is absent from work in an unpaid status due to injury or illness for one (1) year as provided in paragraph 2.b of this Article

**SECTION 4.** Within thirty (30) calendar days of the approval of this Agreement by the Board of Colerain Township Trustees and the Employees, the Employer shall provide the Local Union and post at each of the work facilities a seniority roster listing each employee and the date on which his or her seniority commences under this Article. Such list shall be updated, posted, and provided to the Local Union annually. The Union or the employee must notify the Department Head of any alleged error in the seniority roster within thirty (30) calendar days of the posting or such claim of error is waived.

**ARTICLE 12  
LAYOFF AND RECALL**

**SECTION 1.** Grounds and Order of Layoff:

Employees may be laid off due to lack of funds or lack of work. When it becomes necessary to lay-off employees or abolish jobs (a job abolishment shall mean the permanent deletion of a position from the organization structure of the employer)

because of lack of funds or lack of work, employees will be laid off in the following order:

- a. Part-time employees
- b. Permanent employees

During the term of this agreement, no current full-time employee as of the date of the signing of this contract will be laid off. The Employer reserves the right not to fill positions of full-time employees whose employment is terminated for any reason during the term of this agreement.

**SECTION 2. Order of Layoff Among Permanent Employees**

Permanent Employees shall be laid off by classification in order of inverse department seniority, and in inverse order of a current rating of employees determined on the basis of performance evaluations or other pertinent data pertaining to service in the class and in the department or other organizational unit involved in the layoff. If it is found that two or more persons in the organizational unit in which layoffs are to be made have equal ratings determined on the basis of performance evaluations or other pertinent data, the order of layoffs in all such cases of a tie, shall be in the inverse order of the date when an employee first entered service.

**SECTION 3. Notice of Layoff**

The Employer shall send the notice by certified or registered mail as soon as possible, but no less than seven (7) days before the effective date of the action to the employee's last known address; or the Employer shall hand-deliver the notice at least ten (10) calendar days prior to the effective date of the action, to the employees last known address.

**SECTION 4.** Employees in layoff status will be given preference to fill vacant positions within the Township, if qualified. Every effort will be made to reassign employees to another position or department in lieu of layoff provided they qualify for the position. If reassigned in lieu of layoff, the employee will be compensated at the rate of pay called for in the new position. Seniority begins anew in the new position only if the position is in another department.

**SECTION 5. Bumping Rights**

Employees may displace (bump) the least senior employee in a lower classification in the same department provided that the employee has more seniority than the employee displaced. Classification series are set forth in Appendix 1 to this Agreement. Employees displaced pursuant to this provision may in turn displace less senior employees in their Department.

This procedure shall continue successively until the last employee in the Department has been reached and, if necessary, laid off. Employees who exercised their bumping rights to claim a job in a lower classification series will be paid the usual rate of pay for that classification at the step level corresponding to his or her number of years of seniority within that Department.

**SECTION 6.** Re-assignment Following Reduction in Force

- a. The parties agree that a reduction in the work force may result in the reassignment of employees to different job assignments within the Department.
- b. In the event of a conflict with this provision, the provisions of Section 3 will prevail.

**SECTION 7.** Recall

An employee who is laid off (including through job abolishment) shall be placed on a recall list for a period of two (2) years. If there is a recall, employees on the recall list shall be recalled to the classification from which they were laid off or any lower classification in the same classification series, in the inverse order of their layoff.

Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall, and notice of recall shall be sent to the employee by certified mail with a copy to the Union, or by hand delivery to the last available residence address if certified mail/return receipt is not received after ten (10) calendar days of mailing provided that the employee must notify the Employer of his or her intention to return within seven (7) calendar days after receiving notice of recall.

The employee shall report to work within fourteen (14) calendar days of the receipt of the notice of recall, or his or her recall rights are waived. The Employer shall be deemed to have fulfilled his obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Employer with his or her latest mailing address.

**SECTION 8.** An employee or the Union may pursue through the grievance and arbitration procedure of this Agreement the application of or an alleged violation of this Article with regard to a particular layoff or job abolishment, including but not limited to whether the decision was, in fact, based on one of the grounds stated in Section 1. In any such arbitration proceeding, the Arbitrator's jurisdiction shall be limited to determining whether the Employer has complied with the provisions of this Agreement governing layoffs and job abolishments.

**SECTION 9.** Upon request, the Employer shall provide the Union with a list of bargaining unit employees by classification and date of appointment to that classification.

**SECTION 10.** Employees laid off pursuant to this Article shall be eligible for unemployment compensation.

**SECTION 11.** Employees on layoff status will be entitled to continuation of group health care benefits at the employee's expense in accordance with the provisions of current law.

### **ARTICLE 13 DISCIPLINE**

**SECTION 1.** Employees may be disciplined for just and proper cause.

**SECTION 2.** No employee shall be disciplined without his supervisor first meeting with the employee except in extreme cases. The employee may be placed on administrative leave with pay pending a hearing with the Administrator or Trustees, but such hearing must be held within twelve (12) working days.

On demotion, reassignment, discharge, or denial of salary increase, the affected employee or Union may request a hearing to be held by the Administrator or the Board of Trustees no later than twelve (12) working days. The decision shall be issued within twelve (12) working days. The Union President or Steward shall have the right to attend such hearing subject to the disciplined employee's desires. Any such hearing shall, at the request of the employee or Union, be continued to permit his Steward or Union President's attendance. (Discipline, other than suspension and discharge, requires the Employer to take the appropriate action within twelve (12) working days of knowledge of the alleged incident.

A suspension of any kind requires that:

- A. Written notice be given to the employee of the charges against him and the evidence upon which they are based within twelve (12) working days of Management's knowledge of the alleged incident and within twelve (12) working days and not less than five (5) working days before the hearing so the employee can prepare a defense or explanation.
- B. In the case of recommendation of a suspension without pay, a hearing before the Colerain Township Trustees or their designated representative shall be held within twelve (12) working days of notice to the employee of the recommendation, unless the employee or Union requests that a hearing not be held. In the event that the employee or Union does not

desire a hearing, that fact shall be communicated to the Administrator in writing no later than 9:00 a.m. on the day of the scheduled hearing.

**SECTION 3.** In cases of dismissal, the employee may request all monies due him within four (4) working days after his supervisor and Department Head or designated representative certifies in writing that all Township property has been properly returned and just debts paid to the Township.

**SECTION 4.** Record of disciplinary action not involving demotion, denial of salary increase, or discharge, shall be removed from the Employee's file after thirty-six (36) months, if there is no other disciplinary action against the employee within that period.

## **ARTICLE 14 JOB BIDDING**

**SECTION 1.** Whenever a vacant position is to be filled in the bargaining unit classification other than entry level classifications, it may be filled by promotion of an existing Department employee, if qualified. A vacant position is defined as an open position within a job classification series created by resignation, retirement, death, promotion, or release of an employee from a position. Vacant positions shall be posted within ten (10) working days of the Employer's decision to fill the vacancy.

**SECTION 2.** Provided the Employer decides to fill the vacancy, notice of the vacant position to be filled shall be posted by the Employer on the bulletin boards to provide current employees with reasonable opportunity to become aware of the position. The posting period shall not be less than ten (10) working days. After all bids are in, the Employer shall announce its decision within a reasonable period of time.

**SECTION 3.** All qualified employees within the bargaining unit may bid for the position. The selecting of an employee to fill the vacant position shall be by seniority, merit, evaluations, and other considerations as determined by the Employer. Where two (2) or more employees have the same seniority and other identical qualifications, the Employer shall make the final decision as to who gets the promotion.

**SECTION 4.** Employees promoted pursuant to this Article shall have the right to request reinstatement to their former position after completion of the first thirty (30) calendar days of service in the new position. They shall receive their former rate of pay and shall not lose their seniority.

**SECTION 5.** An employee who successfully bids for a position and subsequently requests reinstatement to his former position, may not bid another position for six (6) months after the date of reinstatement.

**SECTION 6.** If a vacant position is not going to be filled, the Employer shall notify the Union within five (5) calendar days of their decision not to fill the position.

**SECTION 7.** Upon request, the Employer shall provide a list of all persons who bid on a position to be filled to the Union within ten (10) calendar days after the position is filled.

**SECTION 8.** The Union shall be furnished names and addresses of all new employees hired into the bargaining unit within ten (10) calendar days after their date of hire.

## **ARTICLE 15 DOCUMENTATION**

Upon request, all employees shall receive a copy of any document placed in their file or they are required to sign other than sign-in sheets.

Employees shall be given a copy of all documentation included in their personnel file that pertains to job performance.

## **ARTICLE 16 CORRESPONDENCE TO EMPLOYEES**

The Employer shall furnish the Union Staff Representative a copy of all correspondence that is initiated by the Employer and is presented to any employee within the bargaining unit.

## **ARTICLE 17 GROUP LEADER RESPONSIBILITY**

Group leaders shall not be required to supervise or work with more than four (4) part-time workers, who are operating power machinery, at any one time.

## **ARTICLE 18 LABOR/MANAGEMENT MEETING**

Labor/Management Discussion Meetings: There shall be quarterly labor/management meetings scheduled to discuss problems of mutual concern of the parties in the labor/management area.

The labor/management committee is to consist of no more than the three (3) designated committee members and the business agent, from the Union and no more than three (3) representatives and the Department Heads from Management.

The quarterly discussion meeting of one (1) hour's duration will be set by the parties at a mutually agreeable time as follows:

Both parties shall present an agenda in writing to the other at the scheduled meeting. It is encouraged that both parties present discussion topics to each other in advance of the meeting as practicable. At the same time, the Union shall notify the Department Head of the names of those committee persons who will be in attendance;

The parties shall consider alternately the consecutively placed items from both lists;

The parties are encouraged to present their items expeditiously;

Those items not considered during the labor/management discussion meeting may be re-submitted in writing for agendas of subsequent meetings;

The Union shall designate a Safety Coordinator from among Union personnel who shall serve as a Union member attending the labor/management meeting;

The Safety Coordinator may recommend changes to the Employer such as work methods, safety gear and equipment to improve employee safety and additions to or changes in work rules or procedures regarding employee safety.

## **ARTICLE 19 HOURS OF WORK AND OVERTIME**

**SECTION 1.** It is the prerogative of Management to make changes to the work schedule as long as they are posted in advance.

The Employer reserves the right to post changes to shift or starting times within the standard work week. Each qualified employee of the bargaining unit may bid on the change and shall be selected on the basis of seniority. When adequate employees cannot be obtained through bidding, employees with the lowest seniority shall be required to perform the work hour change.

**SECTION 2.** The work schedule for each week shall be posted no later than seven (7)

days in advance. However, in emergency situations, the Township may change the work schedule by giving one working day notice. The Employer will not declare an emergency solely to avoid payment of overtime. An emergency is defined as something that cannot wait until the next scheduled workday.

### **SECTION 3.**

A. "Standard Work Week" shall consist of two schedules, as follows:

i. Five Day Week. The "Five Day Week" shall consist of forty (40) hours, five (5) days of eight (8) hours each. The first shift within the standard work week shall be 7:30 a.m. - 4:00 p.m. Monday through Friday. The employer may establish a second shift within the Five Day Week. The second shift within the Five Day Week shall likewise consist of forty (40) hours, five (5) days of eight (8) hours each, Monday through Friday. The standard hours of the second shift are 3:30 p.m. – 12:00 a.m.

ii. Four Day Week. The "Four Day Week" shall consist of forty (40) hours, four (4) days of ten (10) hours each, Monday through Friday. The standard hours of the four day week are 6:30 a.m. – 5 p.m.

iii. Scheduling During Summer. During the summer months, the starting time and ending time of the Five Day Week for some employees may be changed at the discretion of the employer after consultation with the Union, to provide for an earlier starting time and earlier ending time, in order to mitigate the effects of daytime heating and humidity.

B. The hours of work for the Bus Driver position may vary up to three (3) times per year from the standard work week for special events. However, the standard work week for the Custodian position shall consist of forty (40) hours, five (5) days of eight (8) hours each, Monday through Friday.

C. Shift Differential

i. All Bargaining Unit employees except Permanent Part-Time employees assigned to a shift ending between the hours of 6:00 p.m. and midnight will receive a shift differential of thirty-five cents (\$.35) per hour in addition to their regular rate of pay. Permanent Part-Time employees shall receive fifteen center (\$.15) per hour.

ii. All Bargaining Unit employees except Permanent Part-Time employees assigned to a shift ending after midnight and before 10:00 a.m. will receive a shift differential of sixty cents (\$.60) per hour in addition to their regular rate of pay. Permanent Part-Time employees shall receive thirty cents (\$.30) per hour.

**SECTION 4.** All unscheduled hours worked in excess of eight (8) hours in any one day by an employee assigned to Five Day Week schedule, or in excess of ten (10) hours in any one day by an employee assigned to a Four Day Week schedule, or in excess of forty (40) straight time hours in one calendar week by an employee assigned to either a Five Day Week schedule or a Four Day Week schedule, shall be paid for at time and one-half (1 1/2x) the regular rate of pay.

An employee may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half hours off for each hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of eighty (80) hours at any time. Once eighty (80) hours are accumulated, the employee shall receive overtime pay. The following rights and conditions shall exist as they pertain to compensatory time:

1. Compensatory time may be taken in lieu of overtime pay. The employee shall indicate his request when reporting his time for the overtime worked.
2. Requests for taking compensatory time off must be submitted at least 24 hours in advance of the start date (excluding documented emergencies) requested and in one (1) hour minimum increments, and pre-approved by the Department Head.
3. The Department Head may schedule an employee to be off on compensatory time, so long as the scheduling does not reduce an employee's compensatory balance below twenty-four (24) hours.
4. The Department Head shall provide not less than twenty-four (24) hours-notice to an employee of an employer-scheduled compensatory time off.
5. Compensatory time off requested by an employee which has been approved and scheduled, shall not be cancelled except when unanticipated operational needs of the department would require it.
6. When an employee elects to take comp time in lieu of overtime pay for overtime hours worked on a holiday (as defined in Article 26) or on a Sunday, comp time accrual shall be calculated at the rate of two hours of comp time for each overtime hour worked.
7. At the time of reporting his or her hours, an employee may divide overtime hours worked during a single shift, between pay at the applicable overtime rate and comp time only when the employee's total of accumulated comp time hours is twenty-four (24) hours or more. If the employee's accumulated comp time hours at the beginning of the shift in question do not total twenty-four (24), the employee nevertheless may divide overtime hours worked during the shift in question between pay and comp time if, as a result of the Department, the employee's total of accumulated comp time reached twenty-four (24) hours.

**SECTION 5.** Straight time hours actually worked, comp time, sick leave, vacation, or holidays, (in pay status) go toward the forty (40) hours break-over point for overtime purposes.

**SECTION 6.** Work performed on Sunday shall be compensated for at the holiday rate (2x).

**SECTION 7.** Overtime

a. Emergency overtime for such purposes as snow removal, emergency street repairs, etc., is an integral part of a Public Works Employee's job. They are therefore expected to maintain their availability for overtime when weather or other circumstances indicate a high probability of being called out. (snow forecasted, etc.)

b. Management shall attempt to divide overtime as equally as possible among bargaining unit employees within the Department.

c. The Township shall post a list of employees wishing to work overtime. The call-in shall be based on overtime hours worked to date. In an effort to equalize overtime, the following process will be utilized for administrative purposes only:

- i. The bargaining unit employee with the lowest number of overtime hours at the end of the contract year will have their total number of hours reduced to 0.
- ii. The number of hours used to reduce the lowest bargaining unit employee to 0 will be subtracted from all other bargaining unit employee's hours to establish their starting point for the year.

d. The Township shall keep lists of employees by classification and seniority. All refused overtime hours will be charged as if worked. Lists shall be posted on all work site bulletin boards January 1st of each year and the amount of overtime each employee worked shall be updated biweekly thereafter.

e. Within each Department, if overtime work is scheduled, regular bargaining unit employees shall have first priority for such overtime unless in the opinion of the Department Head considerations require the uninterrupted continuation of a particular individual on a specific job or task to completion.

**ARTICLE 20  
WAGES**

[See Appendix I of this Article, which contains the bargaining unit classifications and a salary schedule.

Employees hired after the effective date of this agreement are frozen at the entry level position and shall not advance on the step schedule.

**ARTICLE 21  
TEMPORARY TRANSFERS**

- A. All employees shall be required to perform any temporary transfer duties of which they are capable and qualified regardless of their usual duties.
- B. When an employee is temporarily transferred to perform the duties in another job classification with a rate of pay lower than his own, he shall receive his regular rate of pay.
- C. When an employee is temporarily transferred to perform the duties of an equipment operator (including brine truck operator & skid steer operator), mechanic, foreman, and supervisor/foreman, (if those classifications are higher than his usual classification) he shall receive the rate of pay for that higher classification at the same classification class level as his own.
- D. All temporary transfers will be paid starting with the first day of such transfer. However, for duties performed for one half (1/2) of the employee's daily work schedule, the employee shall receive his regular rate of pay. Duties performed in the higher position described in paragraph C, above, for more than one-half (1/2) of the employee's work schedule, will receive the higher rate of pay for the entire time of work in the higher classification.

**ARTICLE 22  
RESIDENCY**

Except as may be required by law or resolution of the Board, no bargaining unit employee of the Employer or applicant for employment shall be required to be a resident of Colerain Township.

Currently employed bargaining unit employees shall be exempted from any future imposed residency requirements.

**ARTICLE 23**  
**TERMS AND CONDITIONS FOR PAYMENT OF WAGES**

**SECTION 1.** Wage rates are subject to negotiations between the Union and Management, and are officially set by action of Colerain Township Trustees.

**SECTION 2.** Pay scales usually include steps, with salary advancement on an annual basis until the maximum is reached. Proper notification of any deferral of pay steps must be made to the employee to allow for processing through the established Grievance Procedure.

**SECTION 3.** Employees recalled from layoff will re-start at their old salary step.

**SECTION 4.** When an employee is promoted by promotional or open exam to a classification carrying a higher pay range, his pay is fixed at the rate in his new class next higher to that he held in his old class.

**SECTION 5.** When an employee is reclassified, his compensation shall be fixed at the same rate as in his former classification, if such a rate exists; otherwise, at the next higher rate than his previous rate.

**SECTION 6.** When, because of physical or other infirmities, an employee is unable to perform the duties of his position, but is qualified for service in another classification, he may be reassigned to another classification if such a position exists. However, if permitted by law and, if he desires, he may continue to pay his retirement at his expense, and get credit for that salary.

**SECTION 7.** Non-merit pay increases shall be instituted automatically and shall not be delayed or withheld except in the case of documented disciplinary actions taken by the Employer.

**ARTICLE 24**  
**TRAVEL REIMBURSEMENT**

Employees who travel on official Township business or travel for pre-approved training or professional development purposes shall be reimbursed for reasonable travel expenses, including air, rail or bus fares, parking, lodging and meals. Said travel must be first approved by the Township Trustees as being in the best interest of the Township. The Employer may establish maximum reimbursable limits for travel expenses.

Registration fees for conferences, seminars or other such events deemed to be in the best interests of the Township, when approved by the Trustees, shall be paid for by the Employer, either by direct payment, advancement or reimbursement.

If state or federal financial aid is unavailable, and if approved by the Trustees in advance, an employee may be reimbursed for tuition and/or book expenses incurred in taking and successfully completing a college course or other advanced training to upgrade the employee, the employee's job performance, or the image of the Township. The course work or training must be at least partially related to the employee's position with the Township.

The Colerain Township Trustees shall be responsible for interpreting the applications of the plan relating to pay problems which are not specifically covered by this Agreement in all instances using the principles expressed herein as a guide.

Employees who use their own personal car for Township business shall receive a travel reimbursement at the rate annually set by the Board of Trustees for Township officials.

## **ARTICLE 25 JURY AND WITNESS DUTY**

**SECTION 1.** An employee called for jury duty or subpoenaed as a witness shall be excused from scheduled work which conflicts with hours of jury service or witness service and will suffer no loss of pay provided all court pay vouchers are turned over to the Employer.

**SECTION 2.** All Public Works Employees who testify in court as representatives of the Township shall be paid their regular, hourly rate of pay times the number of hours required for each court appearance, but in no event shall any employee be paid less than one (1) hours pay for any court appearance.

**SECTION 3.** Employees who subpoena themselves to court appearances on their own behalf or who are required to appear in court during work hours because of willful wrong doings on their part may be required to use accumulated vacation time for such appearances at the discretion of the Department Head.

**SECTION 4.** If an employee is released from jury duty or is no longer needed as a witness by 12:00 Noon, the employee will telephone the Department for work assignment. Such employee shall have time for his/her lunch hour and a reasonable amount of time to report for work.

## **ARTICLE 26 HOLIDAYS**

**SECTION 1.** After ninety (90) days of employment all full-time employees are entitled to a full day's pay for each holiday.

**SECTION 2.** If the holiday falls on Saturday, it will be observed on the previous Friday.

**SECTION 3.** If the holiday falls on Sunday, it will be observed on the following Monday.

**SECTION 4.** Holiday pay will not be given while an employee is on leave of absence without pay.

**SECTION 5.** Holiday pay will be given to an employee on sick leave, funeral leave, or vacation and will not be charged a sick or vacation day. A doctor's slip or other proof suitable to the Department Head will be required to substantiate sick days taken in conjunction with holidays.

**SECTION 6.** Employees working a holiday, or day celebrated as a holiday, will be compensated at two times the employee's rate of pay plus the holiday pay for all hours worked.

The following schedule of Holidays is in effect:

New Year's Day.....	January 1st
Martin Luther King Day.....	3rd Monday in January
President's Day.....	3rd Monday in February
Memorial Day.....	Last Monday in May
Independence Day.....	July 4th
Labor Day.....	1st Monday in September
Columbus Day.....	2nd Monday in October
Veteran's Day.....	November 11th
Thanksgiving Day.....	4th Thursday in November
Day After Thanksgiving.....	4th Friday in November
Christmas Day.....	December 25th

**SECTION 7.** Bargaining unit employees shall be off work the following half days:

Christmas Eve  
New Year's Eve

## **ARTICLE 27 VACATION**

**SECTION 1.** Vacation Year and Accrual: The vacation year begins on January 1st of each year and ends December 31st. Employees must complete one (1) calendar year of service before taking paid vacation, thereafter vacation may be taken as accrued, but not in advance of accrual.

**SECTION 2.** All calculations of accrual of vacation time during employee's first year of employment will be prorated based on full-time employee's anniversary date. Upon reaching one (1) year full-time status, the employee is eligible for two (2) weeks vacation. Vacation accruals thereafter will be based upon the employee's anniversary date.

**SECTION 3.** Vacation Pick - Vacation dates shall be chosen by all bargaining unit members between January 1st and April 15th of each year. Employees in order of seniority in each department may select not more than a two (2) week vacation period by making such selection in writing to his Department Head or person in charge. After all bargaining unit members have made a selection, the process will be repeated until all requests have been filled.

Once the selections have been made they may not be changed without the mutual consent of the parties.

**SECTION 4.** Vacation Accrual Rates:

- |    |  |  |
|----|--|--|
| A. | One (1) through the completion of eight (8) years:                           | 80 hours (or its equivalent) two weeks vacation, computed 3.1 hours per pay period.    |
| B. | Starting at year nine (9) through the completion of fifteen (15) years:      | 120 hours (or its equivalent) three weeks vacation, computed 4.6 hours per pay period. |
| C. | Start at year sixteen (16) through the completion of twenty-five (25) years: | 160 hours (or its equivalent) four weeks vacation, computed 6.2 hours per pay period.  |
| D. | Starting at twenty-six (26) years:   | 200 hours (or its equivalent) five weeks vacation, computed 7.7 hours per pay period.  |

**SECTION 5.** Vacation Request:

- a. Vacation shall not be granted for less than one-half (2) day. Any one employee may take a maximum of six (6) half day vacations in one calendar year. All vacation requests should be in writing and approved by the Department Head or person in charge.
- b. Scheduling: Up to April 15th vacations shall be scheduled on a seniority basis with the approval of the Department Head. Thereafter, scheduling

will as much as practicable be on a first come first serve basis. The Department Head shall give as much consideration as possible to the employee's preference, while at the same time maintaining the staff necessary to meet operational requirements.

**SECTION 6.** When a scheduled holiday falls within an employee's scheduled vacation leave, that day will not be charged to the employee's vacation leave.

**SECTION 7.** Vacation Carry-Over:

- a. Full-time employees must take a minimum of eighty (80) hours vacation each year after one year of employment.
- b. A full-time employee may carry accumulated vacation leave in excess of the current years entitlement of a maximum of ten (10) days forward to the next year. Accrued vacation leave in excess of ten (10) days is dropped and lost on the employee's anniversary date.

## **ARTICLE 28 UNIFORMS**

**SECTION 1.** All employees are required to wear uniforms provided at all times while working. New uniforms will be provided upon hire, and, if needed, upon re-hire. New uniforms will also be provided upon the turning in of worn uniforms in need of replacement. Employees will be required to return all Township clothing and property upon termination. Any additional apparel required by the Township will be purchased by the Township.

**SECTION 2.** The Township shall provide Carhart or equivalent winter jackets one time during the life of this contract, expenditure limited \$55.00, as part of the winter uniform to employees in the following job classifications:

Maintenance Worker I & II, Mechanic, Bus Driver, and Part Time Employees whose job duties involve a substantial amount of outside winter work.

**SECTION 3.** The Township shall provide winter wear Carhart or equivalent bibs on an as needed basis as management shall determine in its sole reasonable discretion, not more one time during the life of this 2014 – 2016 contract as part of the winter uniform for Maintenance Worker I & II, Mechanic, and Part Time Employees whose job duties involve a substantial amount of outside winter work.

**SECTION 4.** The Township shall provide an allowance of \$150.00 for employees to purchase or replace as needed steel toe boots in the following job classifications:

Maintenance Worker I & II, Mechanic, and part time employees whose job regular job duties carry a risk of foot injury.

This allowance shall be provided to the employee as needed to replace boots which are worn out as management shall determine in its sole reasonable discretion, The allowance shall be made as a reimbursement, upon presentation of a receipt for purchase of the steel toe boots. The allowance shall be available not more frequently than once a year. Steel toe boots shall be part of the required uniform for all employees identified in this section 4.

## **ARTICLE 29 FUNERAL LEAVE**

**SECTION 1.** In the event of death in the immediate family, an employee shall qualify for funeral leave with pay for up to five (5) consecutive work days (40 hours) for participation in out of town funeral services or for making funeral arrangements.

**SECTION 2.** For the purpose of this section, immediate family is defined as spouse, child or stepchild, grandchild, parent, step-parent, grandparent, brother, sister, parents or step-parents of spouse, grandparents of spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, a legal guardian or other person who legally stands in place of a parent.

**SECTION 3.** Funeral pay will be provided to accommodate absence occurring only on regularly scheduled work days at the employee's base rate of pay. Funeral leave will not be granted for any period during which the employee is already in a paid or unpaid leave status (unpaid leave status is interpreted as being military leave, disciplinary suspension, voluntary unpaid leave, absence without leave).

**SECTION 4.** Leave requests meeting the conditions of these sections will be approved by the employee's immediate supervisor, and, if requested, the employee shall further submit proof of death or relationship.

**SECTION 5.** Request for funeral leave with pay will not be approved for the absences not taken within a seven (7) calendar day period of the date of the death.

**SECTION 6.** In the event of the death of a relative in other than the immediate family, as defined above, vacation or sick time may be taken for funeral purposes subject to the approval of the Department Head.

**SECTION 7.** Use of funeral leave will not be charged against accumulated sick leave balance.

## **ARTICLE 30 SICK LEAVE**

### **SECTION 1.** Crediting of Sick Leave:

Full-time employees may accrue sick leave. Sick leave credit shall be accrued at the rate of 4.6 hours for each eighty (80) hours of service, or its equivalent, in active pay status, including paid vacation and paid sick leave, but not during a leave without pay or a layoff.

### **SECTION 2.** Uses of Sick Leave:

- a. Sick leave shall be granted to an employee only upon approval of the Department Head, subject to the Trustees or their designated agent and only for the following reasons:
  1. Illness or injury of the employee. In emergency situations, the employee may take sick time subject to the Department Head's approval, to tend to an ill or injured family member.
  2. Medical, dental or optical examination or treatment of employee.
  3. If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee; or when through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
  4. Pregnancy and/or childbirth and other conditions related thereto for employees.
- b. Definition of immediate family: Mother, father, spouse, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, a legal guardian or other person who stands in place of a parent.
- c. An employee who wishes to return to work following recuperation is assured continued employment in his or her position or one of like seniority, status and pay. An employee not planning to return to work should submit a resignation or retirement letter as soon as possible to allow Township staffing needs to be appropriately met.
- d. Advancements of sick time and vacation time will not be allowed.
- e. If the reason of pregnancy causes the employee to be unable to fulfill usual duties, thus affecting the employee's productivity and efficiency, the

employee or the Employer may request that sick leave be initiated.

**SECTION 3.** Sick Leave Upon Termination of Employment:

Any unused sick leave up to the time of the employee's retirement or death shall be granted according to the following schedule:

For a full-time employee with tenure of at least 10 years, he/she shall be paid in cash 1/4 of the value of the accrued but unused sick leave credit, but not to exceed one quarter (1/4) of 1440 hours.

**SECTION 4.** Maternity leave shall be provided as set forth in the Township FMLA Policy.

**SECTION 5. PERSONAL LEAVE RECIPROCITY FOR RESPONSIBLE USE OF SICK LEAVE.** Beginning on January 1, 2007, the following personal leave reciprocity plan will become effective:

A. Full time employees will earn (8) hours of personal leave time if they use no sick leave between pay period (2) and pay period fourteen (14) of each year. Personal leave time earned for this period may be taken from pay period fifteen (15) through the end of pay period one (1) of the following year. Personal leave time must be scheduled with the approval of the supervisor.

B. Full-time employees will also earn eight (8) hours of personal leave time if they use no sick leave between pay period fifteen (15) through the end of pay period one (1) of the following year. Personal leave time earned for this period may be taken from pay period two (2) through pay period fourteen (14). Personal leave time must be scheduled with the approval of the supervisor.

C. Personal leave time credited in any half year period must be used in the following time period stated above, or the time will be forfeited. There will be no accrual of personal leave time.

**ARTICLE 31  
UNION LEAVE**

**SECTION 1.** At the request of the Union, a leave of absence without pay shall be granted to any employee selected for the Union office, employed by the Union, or required to attend a Union convention or perform any other function on behalf of the Union necessitating a suspension of active employment. Seniority shall accumulate during this leave of absence. Leave of absence may be granted for a maximum period of one (1) year, unless otherwise agreed to by the parties.

**ARTICLE 32  
GENERAL LEAVE OF ABSENCE**

The trustees of their designated agent may grant leave without pay as they deem necessary.

**ARTICLE 33  
LIABILITY INSURANCE**

Liability insurance shall be maintained at the current level by the Employer for all bargaining unit employees with the Employer paying total cost of said insurance, or the Employer will indemnify bargaining unit employees from liability as required by law.

**ARTICLE 34  
PRESCRIPTION, MEDICAL AND DENTAL INSURANCE**

Colerain Township shall provide to all full time bargaining unit employees comprehensive major medical/hospitalization health care insurance plans, prescription, and dental insurance plans, in effect as of the effective date of this Agreement.

If it becomes necessary for the Employer to change carriers, or to change to an insurance pool arrangement, and such change would affect the benefits which were in effect on the effective date of this agreement, the Employer agrees to meet with the members of the bargaining unit prior to implementing such change.

Colerain Township is to continue to provide comprehensive major medical/hospitalization health care insurance plans, prescription and dental insurance at its current level. It is also the intention of the Employer to continue the uninterrupted employment of bargaining unit members while preserving service levels to the public at an acceptable level. Recognizing that these economic considerations are inseparably intertwined, it is hereby agreed that:

Should health insurance premiums be increased by the provider during the term of this contract to the point that in the sole opinion of Colerain Township, either the continued uninterrupted employment of full-time employees or reasonable levels of service delivery to the public become threatened, the Union agrees to re-open this Article of the contract for negotiation of insurance coverage, carriers, premium payments by employees, user deductibles, and other related subjects.

The employee is obligated to pay 20% of the total cost of the program for the benefits described above.

In the event of a bonafide substantial hardship, the Township shall advance the employee's share of the health care deductible by payroll deduction upon execution of

a repayment agreement.

The Township will continue to provide MERP coverage at a maximum of \$200 for eligible employees.

### **ARTICLE 35 LIFE INSURANCE**

**SECTION 1.** The Employer will make available to bargaining unit employees on an elective basis Group Life Insurance Coverage with double indemnity, if double indemnity coverage is available at standard rates.

**SECTION 2.** The cost to the employee, at the employee's request, will be handled as a payroll deduction.

**SECTION 3.** The Employer shall provide at no cost to the full-time employee, a group life insurance policy in the amount of \$50,000.

### **ARTICLE 36 WORKERS COMPENSATION**

**SECTION 1.** Employees who become disabled in the performance of their work shall have the right to file an injury claim with the Ohio Bureau of Workers Compensation.

**SECTION 2.** The Employer's administration shall keep the proper Workers Compensation forms available for employees.

### **ARTICLE 37 PENSION PLAN AND RETIREMENT**

**SECTION 1.** Membership in the Public Employee Retirement System of Ohio is compulsory for all employees covered by this Agreement and are subject to the provision of that system.

**SECTION 2.** The employee's portion of PERS shall continue to be deducted by the member prior to computation of income tax.

**ARTICLE 38  
INJURY REPORT**

In the case of on-the-job injury, a copy of the injury report will be forwarded to the Union President. It is the responsibility of the employee to notify the Township Administrator of any on-the-job injuries in writing as soon as the employee is aware of the injury.

**ARTICLE 39  
UNION DUES CHECKOFF**

**SECTION 1.** The Employer shall make payroll deductions from the pay or wages of employees upon submission of a signed checkoff card for the employee. Amounts deducted shall be remitted to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union shall advise the Employer, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the checkoff monies shall be remitted.

The payroll deduction shall be made bi-weekly and remitted to AFSCME monthly, by the Employer. If an employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will make successive deductions until the amount to be deducted has been satisfied. Monies deducted pursuant to the provisions of this section shall be remitted to the Union monthly. Each remittance shall be accompanied by the following alphabetical lists:

- a. For employees for which deductions were made, the name, address and social security number of the employee and amount deducted;
- b. The name of each employee whose name has been dropped from the prior checkoff list and the reasons for the omission.

**SECTION 2.** CHECKOFF-HOLD HARMLESS:

The Union will hold the Employer harmless for all monies deducted and remitted to the Union pursuant to the provisions of this contract.

**ARTICLE 40  
FAIR SHARE FEE**

**SECTION 1.** Effective the date of this contract all non-probationary employees in the Public Works Department who do not become members in good standing of the Union shall pay a fair share fee to the Union or otherwise as provided in O.R.C. Section 4117.

If applicable, the monthly fair share fee amount shall be certified to the Township by AFSCME Ohio Council 8. The deduction of the fair share fee from the earnings of the

employee shall be automatic and does not require a written authorization for payroll deduction.

When made to the Union, payment of the fair share fee shall be made in the same manner as dues, remitted on the fifth (5th) day after deduction along with a checkoff list including the fair share fee payer's name sent to AFSCME Ohio Council 8 Controller, 6800 North High Street, Worthington, Ohio 43085-2512.

**SECTION 2.** Employees serving their last 90 days of probation shall be required to contribute a Fair Share Fee as provided above in accordance with Article 8 of this Agreement.

The Employer shall provide each newly hired bargaining employee with a copy of AFSCME's fair share fee (agency fee/union shop) notice. Such notice shall be presented to each newly hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee (agency/union shop) notices shall be provided by AFSCME to the Employer to allow the Employer to meet this obligation. The Employer shall also require that the newly hired bargaining unit employee sign a receipt acknowledging that the notice was presented. The Employer shall mail each original receipt to the Ohio Council 8 Regional Office.

The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of union dues or fair share fees (agency fees) except that the Employer shall be liable for claims arising out of the Employer's failure to provide an initial fair share fee (agency fee) notice to newly hired bargaining unit employees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article unless specifically excepted above.

#### **ARTICLE 41 P.E.O.P.L.E. DEDUCTION**

All bargaining unit employees may have P.E.O.P.L.E. donations deducted from their pay check upon receipt of said employee's request. This requested amount deducted shall be remitted to AFSCME Ohio Council 8 in the same manner as the membership dues. This authorization may be revoked by the employee at any time by giving written notice to the Employer and the Union.

**ARTICLE 42**  
**UNION ACTIVITY, VISITATION AND BULLETIN BOARDS**

**SECTION 1.** Upon notification to a Department Head or to the Township Administrator on the premises a non-employee representative of the Union may have access to the Employer's premises for the purpose of conferring with Management, delegates of the Union, or Employees for the purpose of administering this Agreement, provided that in the opinion of the Employer, the operation will not be impaired.

**SECTION 2.** The Employer shall provide one bulletin board not to exceed 2' x 2' in each of the work facilities. The bulletin board shall be used for the purpose of posting proper Union notices. The parties shall agree to actual location of each board in each of the work facilities. The Employer may remove any notice posted which attacks another employee, or contains derogatory attacks upon the Employer.

**SECTION 3.** The Union agrees to provide the Employer with:

- a. The name, address and telephone number of the professional staff member who will act as a representative for the Union Local; and
- b. The names and positions held of the Local Union Officers.

The Union further agrees to keep such lists current, and the Employer has no obligation to recognize or deal with any Union official or steward not so designated.

**SECTION 4.** Rules governing the activity of Union representative as follows:

- a. The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of their employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized by the Agreement or with the express, prior approval of the Employer.
- b. The Union shall not conduct Union activities in any work area without permission of Department Head or his representative.

**SECTION 5.** A steward or the local union president may be permitted reasonable leave with pay, to investigate and process grievances during working hours only if such investigation is not possible during off-duty time, and if the steward or local president obtains the express, prior written permission of the Employer. The steward or local president shall request written permission from the Department Head or the Township Administrator, explaining the reason why it is not possible to investigate or process the grievance during non-duty time.

**SECTION 6.** The Union shall select up to a total of three (3) employees to serve as negotiating committee representatives. These committee members shall be selected from each section as listed in paragraph 4 of this Article.

**SECTION 7.** Committee members and stewards whose attendance is required at meetings with Management scheduled, by agreement of the parties, during normal working hours shall lose no pay for that portion of the meeting occurring during the regularly scheduled work shift.

### **ARTICLE 43 SAFETY OF EQUIPMENT**

**SECTION 1.** It is agreed and understood equipment used by employees shall be in good operating condition, as determined by the supervisor after consultation with the mechanic, including all lights, safety chains, etc. If an employee in the bargaining unit feels the equipment is not suitable for use he shall immediately report it to his superior for a determination by the Department Head of whether it should be used.

There shall be no disciplinary action taken against an employee who reports an unsafe piece of equipment nor shall he be held responsible for its use.

### **ARTICLE 44 SAFETY AND FOUL WEATHER APPAREL**

**SECTION 1.**

- a. The Employer will provide safety equipment consistent with the work requirements as determined by OSHA. If required, protective clothing such as rubber gloves, suits and boots will be furnished for protection of the eyes, skin or clothing.

Examples are: rubber gloves and rubber footwear for electrical work, face shields or goggles for grinders and air compressors, rubber aprons and gloves for meter cleaning operations or using corrosive materials for cleaning. Hard hats are to be furnished to those workers who work where falling objects are a hazard.

Since all work by personnel within the scope of this policy involves a potential hazard to the eyes, feet or hands; safety lens for eyeglasses, safety shoes and non-rubber gloves are highly recommended for all employees, and will, if required, be provided by the Employer.

- b. Failure by employees to properly utilize safety equipment provided by the Employer shall be cause for disciplinary action.

**SECTION 2.** Foul Weather Apparel:

The Employer will furnish a hat or cap, raincoat or rainsuit, knee boots or arctics or hip boots to those employees who are regularly required to work outside in inclement weather (rain or snow). Rubber knee boots, hip boots or waders or arctics will be furnished to those employees who are required to work in trench areas or other job situations which involve working in water.

**SECTION 3.** Administrative Authority:

That for purposes of Administration, authority is to be delegated to the Department Head for allocating and establishing levels of items detailed above.

**SECTION 4.** Employees are responsible for normal care and security of safety equipment. Damage or loss beyond normal wear and tear is the employee's responsibility. Items requiring repair or replacement shall be presented to immediate supervision as soon as practicable.

**ARTICLE 45  
WATER AND ICE**

The Employer shall furnish water jugs to each crew at the beginning of each shift, when the temperature reaches sixty (60) degrees or higher. The Employer will also provide ice, water and drinking cups at no cost to the employees.

Depletion of on-site water supply or temporary non-availability of ice shall not constitute the basis for work stoppage.

**ARTICLE 46  
COMMERCIAL DRIVER'S LICENSE**

The parties agree that pursuant to the Commercial Motor Vehicle Safety Act of 1986 (Title XII, Pub. L 99-570) and O.R.C. Section 4506, certain employees are required to obtain and retain a Commercial Driver's License (CDL) as a condition of employment.

Wherever a CDL is referred to, it is understood to mean the CDL and any required endorsements. The policy shall be applied to all current and future employees.

The Employer will provide training to those employees required by the Township to pass the Commercial Driver's License Exam. The Employer will make every

reasonable effort to schedule the training during normal working hours. Employees shall be permitted time off to participate in the training. The training shall be at the Employer's expense.

All employees will be granted time off with pay to take the knowledge and driving test. All license and testing fees including renewals will be paid by the Employer.

In order to implement this provision, the parties agree to the following:

1. The Employer will reimburse the cost of the required CDL Group License and Endorsement for those employees in positions where such licenses and endorsements are required.
2. The Employer will reimburse the fee to the skills test, if required. Where a skills test is required, the employee will be permitted to utilize the appropriate Employer vehicle.
3. Employees shall be eligible for a grant of administrative leave to take the test to obtain or renew the CDL.
4. Employees desiring to transfer, promote, bump, or be recalled to a position requiring a CDL are eligible for reimbursement for obtaining the initial CDL and shall be eligible for reimbursement for renewal.
5. Any employee hired after January 1, 1991, except employees hired to any Custodial position, shall be required to obtain the necessary CDL certifications before or within the expiration of their probationary period, as a condition of successful completion of the probationary period. Any employee hired prior to January 1, 1991 who does not have a CDL when required to do so, shall have their pay frozen at their current rate of pay, pending successful completion of the CDL requirement within six (6) months. If an employee is unable to obtain a CDL or loses their CDL and an employee is available to fill the position of an employee who lost their CDL, that employee will fill the CDL position and the employee who lost their CDL or was unable to obtain it will fill the other position and receive the lower rate of pay at that position. Otherwise, the employee may lose their position.
6. Employees required to obtain a medical certification of fitness shall have the "Examination to Determine Physical Condition of Drivers" form filed in their medical file. A copy of the medical "Examiner's Certificate" shall be filed in their personnel file. The Employer agrees to pay for the examination and to grant administrative leave for the time necessary to complete the examination.
7. It is the intent of the parties that Article 45 meet current

requirements of Federal CDL regulations. Therefore, any mandatory requirement shall supersede present contract language.

#### **ARTICLE 47 DRUG AND ALCOHOL TESTING**

Employees may be required to take a drug or alcohol test if the Employer has a reasonable suspicion that the employee is using, consuming, or under the influence of drugs or alcohol while on the job. The Employer may request and be granted urine samples only. The Employer will not conduct random testing. The test will be performed at a reputable hospital or branch. If specimens are taken, they will be kept for a period not to exceed six (6) months.

Employees required to take a test shall suffer no loss of pay and will be supplied transportation to and from the hospital.

The Employer shall pay all costs of the required first test and the GC-MS confirmatory test. The third sample will be collected in a separate container and sealed in the presence of the Employer and the Union witness who will sign the seal. The third sample shall be made available to the Union and Employer. The party requesting the third test shall pay for the test. All test results shall be treated as confidential medical records. The Union and employee will be given a copy of the results of both tests. The Union and employee shall have seventy-two (72) hours to present the Employer with different results from the test of the third sample.

The Employer will develop or subscribe to an Employees Assistance Program (EAP). Any employee, while on duty who tests positive on both tests administered by the Employer, will be directed to enroll in the EAP.

Appropriate disciplinary action may be taken against an employee who tests positive a second time after he/she has completed the EAP as recommended for that employee. Failure to follow through with the recommended program may also result in disciplinary action.

This testing plan will be implemented January 1, 1992.

#### **ARTICLE 48 JOB DESCRIPTION**

The parties agree to create a committee comprised of equal number of members from Management and the Union to review all current job descriptions and negotiate modifications as necessary. All unresolved items shall be submitted to binding arbitration as prescribed in Article 7, Step 6.

**ARTICLE 49  
FAMILY MEDICAL LEAVE ACT**

**SECTION 1.** The Employer agrees to apply the provisions of the Family Medical Leave Act (FMLA) to all employees in the bargaining unit.

**SECTION 2.** An employee taking leave to which he is entitled under the (FMLA) must exhaust paid leaves while on FMLA.

**SECTION 3.** The Employer may grant additional leave time, at his discretion, when requested by the employee. The employee, should he continue leave time, may continue health benefits through COBRA only.

**SECTION 4.** Employees returning from (FMLA) leave shall be returned to the same or similar position within their former classification.

**ARTICLE 50  
WELFARE TO WORK INITIATIVE PARTICIPANTS**

The welfare to work initiative shall not be implemented where bargaining unit employees have been laid off and are on a recall list. No bargaining unit position shall be eliminated, have regular hours reduced or otherwise reduced in pay as a result of any welfare to work initiatives.

Promotional opportunities shall not be affected by the use of welfare to work participants.

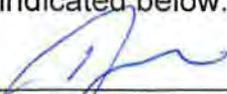
If the Employer decides to use welfare to work participants, it agrees to maintain at least the same number of bargaining unit employees employed prior to using welfare to work participants in the workplace.

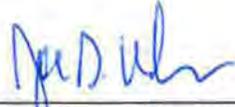
The Employer shall notify the union as soon as possible before implementing the welfare to work initiative. Such notice shall include the number of individuals involved, their work locations and hours of work, a summary of types of tasks to be performed, and a description of how the individuals will be trained and supervised to perform the tasks. Upon request of the Union, the parties shall meet promptly to exchange information and discuss or negotiate to the extent required by applicable laws, or this Agreement any issues which arise as a result of welfare to work initiatives.

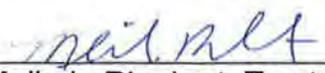
**ARTICLE 51  
DURATION**

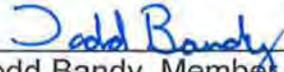
This agreement shall be effective at 12:01 A.M. January 1, 2014 and shall remain in full force and effect through midnight December 31, 2016.

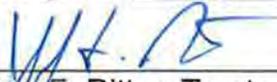
IN WITNESS WHEREOF, the parties have hereunto their set hands on the dates indicated below.

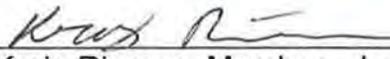
  
\_\_\_\_\_  
Dennis Deters, Trustee  
Date signed: 12-10-13

  
\_\_\_\_\_  
Joe Wilson, Staff Representative  
AFSCME Ohio Council 8  
Date signed: \_\_\_\_\_

  
\_\_\_\_\_  
Melinda Rinehart, Trustee  
Date signed: 12-10-13

  
\_\_\_\_\_  
Todd Bandy, Member - Local 3553  
Date signed: 12-9-2013

  
\_\_\_\_\_  
Jeffrey F. Ritter, Trustee  
Date signed: 12-10-13

  
\_\_\_\_\_  
Kraig Rieman, Member - Local 3553  
Date signed: 12-9-13



### Appendix I (Salary Schedule)

Classification		1/1/2014	1/1/2015	1/1/2016
bus driver EL		\$12.95	\$12.95	\$12.95
1st Year		\$13.45	\$13.45	\$13.45
2nd Year		\$13.98	\$13.98	\$13.98
3rd Year		\$14.52	\$14.52	\$14.52
Custodian	1A	\$16.59	\$16.59	\$16.59
	1B	\$17.25	\$17.25	\$17.25
	1C	\$18.04	\$18.04	\$18.04
	1D	\$18.73	\$18.73	\$18.73
Maint. Wk I	2A	\$20.23	\$20.23	\$20.23
	2B	\$20.89	\$20.89	\$20.89
	2C	\$21.73	\$21.73	\$21.73
	2D	\$22.47	\$22.47	\$22.47
Maint. Wk II	3A	\$23.27	\$23.27	\$23.27
	3B	\$24.57	\$24.57	\$24.57
	3C	\$25.88	\$25.88	\$25.88
	3D	\$27.39	\$27.39	\$27.39
Equip. Op.	4A	\$24.81	\$24.81	\$24.81
	4B	\$26.14	\$26.14	\$26.14
	4C	\$27.42	\$27.42	\$27.42
	4D	\$28.67	\$28.67	\$28.67
Mechanic	5A	\$25.41	\$25.41	\$25.41
	5B	\$27.82	\$27.82	\$27.82
	5C	\$30.14	\$30.14	\$30.14
	5D	\$32.51	\$32.51	\$32.51
Foreman	6A	\$24.81	\$24.81	\$24.81
	6B	\$26.14	\$26.14	\$26.14
	6C	\$27.42	\$27.42	\$27.42
	6D	\$28.67	\$28.67	\$28.67
Super. Form	7A	\$27.89	\$27.89	\$27.89
	7B	\$28.94	\$28.94	\$28.94
	7C	\$30.03	\$30.03	\$30.03
	7D	\$31.04	\$31.04	\$31.04

Permanent P/T			
Entry Level	\$10.51	\$10.51	\$10.51
Step 1	\$10.86	\$10.86	\$10.86
Step 2	\$11.21	\$11.21	\$11.21
Step 3	\$11.56	\$11.56	\$11.56
Step 4	\$12.10	\$12.10	\$12.10
Hired prior to 1999	\$15.37	\$15.37	\$15.37