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AGREEMENT BETWEEN
SYLVANIA TOWNSHIP BOARD OF TRUSTEES
and
TEAMSTERS, LOCAL N0. 20
Affiliated with

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
(Road Department)

Effective – January 1, 2014

Expires - December 31, 2016

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AGREEMENT

THIS AGREEMENT is made and entered into in the Township of Sylvania, County of Lucas, State of Ohio, by and between the SYLVANIA TOWNSHIP BOARD OF TRUSTEES (hereinafter referred to as the "Employer") and the TEAMSTERS, LOCAL N0. 20, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the "Union").

PREAMBLE

It is the general purpose of this Agreement to increase the efficiency of the Utility and Road Maintenance Department, to recognize the common interest in public service to the citizens of Sylvania Township, to achieve better understanding between the parties, and to provide for the peaceful settlement of any differences that may arise between the parties. The parties to this Agreement will cooperate fully to secure the advancement and achievement of the above purposes.

Neither the Employer nor the Union, in carrying out their obligations under this Agreement, shall discriminate in any manner whatsoever against any employee because of race, color, age, sex, political, union, or religious affiliation or nationality.

Wherever in this Agreement "man" or "him" or their related pronouns may appear, either as words or parts of words, they have been used for representative purposes and are meant to include both female and male sexes.

ARTICLE 1
MANAGEMENT RIGHTS

1.01 The Employer retains the sole right to manage its operations and direct the working force, including the right to determine the methods, means, and personnel by which the Employer's operations shall be conducted; to direct the schedule, shift and location of the work of employees; to maintain order and efficiency in its operations and facilities; to promulgate rules and regulations; and to hire, evaluate, lay off, assign and promote employees; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement.

1.02 The Employer retains the sole right to discipline, suspend and discharge employees for just cause, including violation of any of the terms of this Agreement, provided that in exercising this right it will not act in violation of this Agreement.

1.03 The above rights of management are not all-inclusive, but indicate the type of matters or rights, which belong to and are inherent in management. Any of the rights, powers and authority the Employer had prior to entering this collective bargaining agreement are retained by the Employer except as expressly and specifically abridged, deleted, granted, or modified by this Agreement.

1.04 The Employer shall not subcontract work customarily performed by the bargaining unit employees unless: (1) adequate existing equipment and/or other facilities are not available to perform the work when it is needed; or (2) the Employer does not have employees in sufficient number or skills to perform such work; or (3) economies or efficiencies dictate otherwise; or (4) the work has been subcontracted in the past.

1.05 It is the Township's intent that no employee will lose their job or be reduced to less than full time status as a result of the subcontract.

1.06 Prior to entering into any subcontract, the Employer will provide the Union notice of its intent to do so.

ARTICLE 2
RECOGNITION CLAUSE

2.01 The Employer hereby recognizes the Union as the sole and exclusive representative for all full-time and regular part-time employees working in the Sylvania Township garage in the utility and road maintenance classifications including utility workers and mechanics, but excluding all office clerical, management, supervisory, confidential and professional employees as defined by the Ohio Public Employee Collective Bargaining Act, Ohio Revised Code Chapter 4117, as presently enacted or hereafter amended.

2.02 The Employer will neither negotiate with nor make bargaining agreements for any of its employees in the bargaining unit described above unless it be through duly authorized representatives of the Union.

2.03 The term "employees" as used herein shall mean all full-time and regular part-time employees working in the Sylvania Township garage in the utility and road maintenance classifications including utility workers and mechanics. Any temporary part-time employees hired for the summer season shall not work more than ninety (90) calendar days, and for the leaf season shall not work more than one hundred eighty (180) calendar days. If the Employer works these temporary part-time employees beyond either of these periods, they will be placed on the regular seniority list and be entitled to all benefits contained in this Agreement.

ARTICLE 3
AGENCY SHOP

3.01 Employees, upon completion of ninety (90) calendar days shall either become members of Teamsters Local 20 or share in the financial support of Teamsters Local 20 by paying to Local 20 a service fee not to exceed the amount of dues uniformly required by members of Local 20.

(a) The Employer will deduct any unpaid Union dues, initiation fees and equal assessments owed to the Union, as well as current Union dues, initiation fees, service charges, and equal assessments from the paychecks of employees working in classifications included in the recognition clause herein. Such deductions shall be made from the first paycheck of the month for which current dues and any initiation fees or service charges are due the Union. The Employer further to remit to the Secretary-Treasurer

of the Union, dues, initiation fees, service charges, and uniform assessments so deducted from the paychecks of the employees covered herein.

(b) The Union will establish a rebate procedure for fees deducted from non-members of the Union in accordance with Ohio Revised Code 4117.09.

(c) The Union shall indemnify and save the Employer harmless against any liability that may arise out of, or by reason of, any actions taken by the Employer for the purpose of complying with the provisions of this Article. In the event that the Employer is held responsible for the repayment of monies paid to Local 20 pursuant to this Section, Local 20 to the extent of those funds actually received shall reimburse same to the Employer and/or the designated employees involved.

ARTICLE 4
UNION BUSINESS

4.01 Employees elected or appointed to represent the Union shall perform their Union functions including, but not limited to, attendance at regular and special meetings, conventions and seminars on their off-duty time. The Employer shall recognize up to two (2) employees to act as local Union Stewards for the purpose of processing grievances or performing other Union-related business. The Steward(s) shall be permitted reasonable time to investigate, present, and process grievances on Employer time without loss of pay during regular working hours, provided that he obtains permission from his supervisor before leaving his work station to investigate a grievance.

4.02 The Employer shall allow the Union access to a bulletin board for the purpose of posting notices, provided that such notices and/or posting shall not be of a political, obscene or scurrilous nature.

ARTICLE 5
GRIEVANCE PROCEDURE

5.01 A grievance under this Agreement is a dispute arising out of the interpretation or application of express provisions of this Agreement. If an employee feels he has a grievance, he shall proceed in the following manner:

Supervisor

Step 1. An employee having a grievance and/or his Union Steward shall arrange a meeting with the employee's immediate supervisor for the purpose of discussing the grievance. Failing to obtain a satisfactory resolution, the employee may proceed to the next step.

Public Works Manager

Step 2. The employee and/or the Steward shall reduce his grievance to writing, sign it, and with his Steward, if he so desires, present the grievance to the Public Works Manager within five (5) days of the occurrence giving rise to the grievance. The Public Works Manager shall attempt to resolve the grievance at a meeting with the grievant the Union Steward, and/or Union business representative. The Public Works Manager shall respond in writing to the grievant within seven (7) days of the meeting.

Trustee

Step 3. If the grievance remains unresolved, it shall be presented by the employee, with his Steward if he so desires, to a designated member of the Board of Trustees and/or the Trustees' representative within five (5) days after the response of the Public Works Manager. Either party may request a hearing prior to the formal response by the Trustee or the representative.

The Trustee or their designee shall respond in writing within seven (7) days, if no hearing is held. If a hearing is requested, the Trustee or the representative shall respond in writing within seven (7) days after the hearing has concluded. This written response will be the final determination of the grievance.

Arbitration

Step 4. If the decision of the Trustee or his designee is not satisfactory, then the Union shall notify the Employer in writing within ten (10) working days after the response that the grievance is to be submitted to arbitration. Arbitrators shall be chosen by mutual agreement of the parties. If no agreement is reached, either party may submit a request to the Federal Mediation and Conciliation Service to provide a panel of seven (7) Arbitrators. Within ten (10) working days after receipt of such panel, the parties shall meet to select the Arbitrator by striking from the panel. The party to strike the first name shall be chosen by lot.

Arbitration shall be limited to matters concerning the interpretation or application of provisions as listed in this Agreement. The Arbitrator's jurisdiction and authority shall be limited to the particular issue presented to him, and he shall have no jurisdiction or authority to add to, subtract from, or alter in any way the provisions of this Agreement. The Arbitrator shall have no jurisdiction or authority to substitute his discretion for the Employer's discretion in cases where the Employer is given discretion by this Agreement or by law.

The Employer and the Union shall each pay any expenses incurred with respect to preparation and presentation of its case to the Arbitrator. Any expenses incurred with respect to the services of the Arbitrator shall be borne by the losing party. The decision of the Arbitrator shall be final and binding on all parties. Split awards shall have the arbitrator's costs divided equally between the Employer and the Union.

5.02 Failure by the employee and/or the Union to reduce the grievance to writing and present it within the time limits set forth in Step 2 of this Grievance Procedure or to appeal it within the time limits set forth in Step 3 of this Grievance Procedure, shall result in dismissal of the grievance.

5.03 Failure by the Employer to answer a grievance within the time limitations prescribed at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step.

5.04 For purposes of this Article and this Agreement, "days" shall be defined to exclude Saturdays, Sundays, and holidays.

ARTICLE 6
DISCHARGE AND DISCIPLINE

6.01 The Employer shall not discharge, discipline or suspend any non-probationary employee without just cause.

6.02 The Union, Chief Union Steward, and the employee involved shall be advised in writing of any discharge, suspension or disciplinary action.

6.03 A grievance by an employee claiming that he/she has been unjustly discharged, disciplined or suspended must be submitted to the Employer in writing, within five (5) working days of the written notification of discharge, disciplinary action or suspension. If a grievance is not submitted within the time limit provided herein, the action by the Employer shall be considered to have been made for just cause.

6.04 The time limits specified herein shall exclude Saturdays, Sundays and holidays.

ARTICLE 7
NO STRIKE - NO LOCKOUT

7.01 Neither the Union nor any of the employees covered by this Agreement shall engage or participate, either directly or indirectly, in any strike, sit-down, stay-in or slow-down, any cessation or interruption of work, interference with the shipment of goods or materials, boycott or interference with the operations of the Employer in any way.

It shall not be a violation of this Agreement, and it shall not be a cause for discharge, discipline or permanent replacement for an employee to refuse to enter upon any property involved in a primary labor dispute or to refuse to go through or walk behind any primary picket line, unless a reserved gate has been established, including the primary picket line of the Union party to this Agreement and including primary picket lines at the Employer's own places of business or jobs.

7.02 In the event of a violation of Section 1 hereof, the Union upon being notified shall immediately order orally and by telegram (with a copy to the Employer) all employees covered by this Agreement to return to work notwithstanding the existence of a picket line and instruct the employees covered by this Agreement that their conduct is in violation of this Agreement, that they may be disciplined up to and including discharge, and that the Union instructs all such strikers to return to work.

7.03 The Employer shall have the right to discipline, up to and including discharge, any employees engaging in, participating in, or encouraging a work stoppage in violation of this

Article, and only an issue of fact as to whether or not any particular employee engaged in, participated in, or encouraged any violation of this Article is subject to the grievance and/or arbitration procedure.

7.04 The Employer agrees not to institute a lockout of employees during the term of this Agreement.

ARTICLE 8
SENIORITY

8.01 Definitions. Seniority is defined as the length of time that the employee has been continuously employed by the Employer since the date of the employee's last employment by the Employer.

8.02 Layoff and Recall. Employees shall be laid off and recalled in accordance with their skill and ability to do the work available without further training, as determined by the Employer, and their seniority. Layoff and recall decisions shall be subject to an expedited Grievance Procedure, but the Employer shall not be liable for any back pay if it is determined that a layoff or recall decision violated this Agreement. In the event of a merger or a new entity is created with the City Of Sylvania directly affecting the members of the bargaining unit, the Township will provide a 90 day notice and will enter into discussions concerning the effects of such event.

8.03 Loss of Seniority. Seniority and the employment relationship shall be terminated if: (a) an employee quits; (b) an employee is dismissed for cause; (c) an employee fails to return or notify the Employer within three (3) workdays after issuance of notice of recall; (d) an employee is absent for three (3) consecutive workdays without advising the Employer and giving reasons satisfactory to the Employer for such absence; (e) an employee gives a false reason for obtaining a leave of absence or engages in other employment during such leave or fails to return to employment at the end of such leave; (f) an employee is absent from the employ of the Employer by reason of layoff for twenty-four (24) consecutive months; (g) an employee is absent from the employ of the Employer for any reason, other than layoff, for a period of twelve (12) months; or (h) an employee hired on or after the date of this Agreement falsifies pertinent information on his application for employment.

8.04 Seniority List. The Employer shall post a list of the employees arranged in order of seniority in a conspicuous position at the place of employment. This list shall be updated as often as necessary.

8.05 Probationary Period. The first 270 calendar days of employment shall be deemed a probationary period, and during such probationary period an employee may be laid off, demoted or discharged at the Employer's sole discretion without any appeal rights pursuant to statute or to the grievance procedure herein contained. Probationary employees continued in the service of the Employer subsequent to 270 calendar days after the first day worked shall receive full continuous service credits from the date of the first day worked. If an employee is absent for any reason, greater than 14 calendar days, the probationary period will be extended by an equal number of days.

ARTICLE 9
LEAVES OF ABSENCE

9.01 Personal Leaves. Upon written request, the Employer may grant a leave of absence for personal reasons, for a period not to exceed thirty (30) days, where good cause is shown. Seniority shall accumulate during such leave, subject to the limitations of Article 8, Loss of Seniority.

9.02 Bereavement Leave.

A. When an employee has a death in his immediate family and actually attends the funeral, the Employer will allow the employee up to three (3) workdays off with pay to attend to family matters. The Employer may require documentation, satisfactory to the Employer, of attendance at the funeral.

The days the employee may take off and the days an employee may receive bereavement pay include only those days beginning with the day after the death and the consecutive days thereafter up to and including the day of the funeral, subject to the maximum periods set forth in the preceding paragraph. The employee may not receive bereavement pay for any days or parts of days that fall on Saturday, Sunday, paid holidays, part of the employee's vacation or any other day the employee was not scheduled to work.

Members of an employee's immediate family shall include current spouse, parents, stepparents, child, stepchild, mother-in-law, father-in-law, brother, sister, stepbrother or stepsister.

B. An employee shall be granted one (1) day off without pay to attend the funeral of his brother-in-law, sister-in-law, grandparents, grandchildren or a relative in the employee's family other than those listed above. The employee may use accumulated sick leave in order to be compensated for the day of absence.

9.03 Military Leaves. The Company shall grant a leave of absence to an employee who enters active military service and subsequent reemployment rights in accordance with applicable Federal Law. (Universal Training and Service Act, as amended in 1951.)

9.04 Family Leave/Disability Laws. Nothing contained in this Agreement shall prevent the Employer from complying with the requirements of federal or state laws pertaining to handicap or disability or dealing with family or medical leaves of absence.

9.05 Promotional Leave. An employee who is accepted for employment in a job with the Employer outside the bargaining unit as defined herein shall be granted a leave of absence during which seniority shall continue to accrue for a period of one hundred and twenty (120) consecutive calendar days. Any employee currently in this situation shall receive an additional one hundred and twenty (120) days from the effective date of this Agreement.

In the event an employee is promoted to a job with the Employer outside but directly affiliated with bargaining unit as defined herein and through elimination or reduction of position, wishes to return to the bargaining unit, said employee shall be granted the right to return to the former

bargaining unit position at the bottom of the seniority list with no loss of seniority in relation to fringes benefits.

ARTICLE 10
SICK LEAVE

10.01 Crediting of Sick Leave. Sick leave shall be accumulated at the rate of 4.6 hours for every eighty (80) hours actually worked. For the purpose of accruing sick leave, paid time off for vacation, holidays, and bonus days shall constitute "hours worked." Unused sick leave shall accumulate to a maximum in any calendar year of 120 hours or 4.6 hours per pay period.

10.02. Charging of Sick Leave. Sick leave shall be charged in minimum units of one half (1/2) hour. An employee shall be charged for sick leave, only for days which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

10.03. Uses of Sick Leave. Sick leave shall be granted to an employee upon approval of the Employer for the following reasons:

1. Illness or injury of the employee.

2. Serious illness or injury of an employee's immediate family (as defined In Article 9, Leaves of Absence, Section 2(A), Bereavement Leave) who resides in the employee's household, provided that the employee's absence from work is required because of serious hardship to his immediate family.

3. Death of any of those members of the employee's family enumerated in Article 9, Leaves of Absence, Section 2(B), Bereavement Leave.

10.04. Reporting of Absence. An employee who is to be absent from work on a scheduled workday shall be required to notify the Department at least one (1) hour prior to reporting time, unless the circumstances are such that it is not reasonably practicable to do so. If the employee knows at the time of reporting off that the period of absence is to exceed one (1) day, the employee shall notify the Supervisor or his designee.

10.05. Evidence Required for Sick Leave Usage. When the period of absence is over three (3) consecutive calendar days, the Employer shall require an employee to furnish a satisfactory written, signed statement from the attending physician to justify the use of sick leave. The certificate stating the nature of the illness, the dates of absence required, and a return to work date, shall be submitted to the department head or their designee, no later than the 4th day of absence.

10.06. Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid and shall be subject to disciplinary action. Excessive absenteeism and patterned use of sick leave will be handled in accordance with Sylvania Township's Attendance Policy. The parties agree that this Section does not limit or abridge the employer's right to promulgate and enforce reasonable work rules pertaining to excessive absenteeism.

SYLVANIA TOWNSHIP

POLICY

ATTENDANCE

Employees of Sylvania Township are engaged in the performance and delivery of services vital to the people of our community. In order to ensure the efficient delivery of these services, acceptable attendance on the part of everyone is our goal. Recurring and excessive absenteeism is disruptive to Township operations, is costly to the Township and its citizens, and detrimental to the morale and efforts of employees who maintain a good work record. Therefore, it is the policy of Sylvania Township to seek acceptable attendance on the part of its employees.

Sylvania Township is committed to controlling the sick leave usage of all employees. In order to enforce this policy, the Township will take corrective action against employees who are excessively absent. Excessive absenteeism and patterned use of sick leave will be handled in accordance with the procedure set forth below, provided that in doing so it will not act in violation of any current labor agreement.

Prior to the implementation of any revision to this Attendance Policy, the proposed changes will be provided to all employees and/or their representatives thirty (30) days in advance of the desired date of implementation at which time the revisions will be open for discussion. The Township agrees to meet for discussion of the proposed policy changes upon written request from the applicable labor organization. This Policy is subject to the grievance procedures contained within any bargaining unit of the Township.

For the purposes of this policy, any references such as "he" or "him" shall be gender neutral and thus shall be applicable to both male and female employees.

Procedure:

A. General Standard

Sick pay is limited to necessary absences from duty due to illness or injury of the employee or the illness of an immediate family member. While receiving sick pay, employees are to care for their illness or that of immediate family member.

B. Specific Procedures

1. Employees are expected to begin work at the start of their scheduled workday. When an employee is absent or tardy, they are expected to report to their immediate supervisor or other designated person the absence or tardy and the date and time they expect to return. This must be completed within the time frame specified in respective union agreement, department guidelines, or policy manual.

2. If an employee believes his absence may be covered under Family Medical Leave (see Sylvania Township Family Medical Leave Policy), he should contact the Township Administration Office.

3. Employees shall be required to complete a form within the Township's computer payroll program, justifying the time off within 24 hours of their return to work.

4. Employees may request a medical leave of absence when an injury or illness extends for more than (3) consecutive calendar days. No later than the 4th day of absence, employees are required to furnish their department head or designee a statement from their physician (stating the nature of the illness, the days of required absence and a return to work date notifying the Township that he was unable to perform his duties). Employees returning to work after an injury or illness attended by a physician may be required to present a fitness for duty certificate or a physician's statement indicating the employee is capable of performing their regular duties. The Department Head must request said fitness for duty certification within 7 business days from the employee's return date.

5. Any absence from duty as a result of claimed illness or injury may be investigated during normal working hours.

Employees who fail to comply with Section (B) 1 - 4 above or who demonstrate a pattern of questionable absences may not be paid for the time off and may be subject to disciplinary action up to and including discharge.

An employee, while on approved sick leave and disabled from performing physical work, shall not engage in other physical employment without prior approval from the Department Head.

Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action up to and including discharge.

Corrective Disciplinary Procedure

For the purposes of this section, "approved leave" shall include absences of more than three (3) consecutive calendar days, pursuant to a statement from the attending Physician or Family Medical Leave, upon approval of Department Head or Township Administration.

For the purposes of this section "compensable" shall include: filed and certified workers compensation leave.

Excessive use or patterned use of sick leave without being on an approved leave of absence, FMLA. Bereavement Leave, or a compensable injury will be viewed as a work rule violation and will result in corrective, progressive discipline action. For the purpose of implementing corrective, progressive discipline, the following procedures are established.

A. When an employee has utilized **40** hours of sick leave other than FMLA, an approved leave of absence, Bereavement Leave, or compensable injury, in any calendar year, the immediate

supervisor will be notified. The supervisor will give verbal notification to the employee and discuss this policy with the employee.

B. When an employee has utilized **54** hours of unexcused absence in any calendar year, excluding FMLA, an approved leave of absence, Bereavement Leave, or compensable injury, the employee will be in violation of this policy. The employee's immediate supervisor will be notified. The employee will be placed on notice that this number of occurrences is unacceptable. This notification will constitute the WRITTEN warning step of the progressive procedure.

C. When an employee has utilized **62** hours unexcused absence in any calendar year, excluding FMLA, an approved leave of absence, Bereavement Leave, or compensable injury, the employee will be in violation of this policy. The employee's will be notified. The employee will be placed on notice that this number of occurrences is unacceptable. This notification will constitute the 2nd and Final WRITTEN warning step of the progressive procedure.

D. When an employee has utilized **70** hours of unexcused absence in any calendar year, excluding FMLA, an approved leave of absence, Bereavement Leave, or compensable injury, the employee's immediate supervisor will be notified. The employee will be placed on a three (3) DAY UNPAID SUSPENSION to be scheduled at the supervisor's discretion. The applicable labor organization shall be notified, in writing of any suspension.

E. When an employee has utilized **78** hours of unexcused absence in any calendar year, excluding FMLA, an approved leave of absence, Bereavement Leave, or compensable injury, the employee's immediate supervisor will be notified. The employee will be placed on a five (5) DAY UNPAID SUSPENSION to be scheduled at the supervisor's discretion. The applicable labor organization shall be notified, in writing of any suspension.

F. When an employee has utilized **104** hours of unexcused absence in any calendar year, excluding FMLA, an approved leave of absence, Bereavement Leave, or compensable injury, the employee's immediate supervisor and Township Administration will be notified. The employee may be subject to DISCHARGE. The applicable labor organization shall be notified, in writing of any discharge.

The accumulation of Warnings and Suspensions will be on-going and will be utilized as follows:

Records of documented Warnings and/or suspensions placed in an Attendance File as a result of a violation of this Policy, shall not be considered in future disciplinary proceedings after a period of six (6) months, providing the employee receives no additional warnings and/or suspensions during the six month period. Records of documented warnings and/or suspensions placed in an Attendance File will not be used when considering disciplinary action outside the scope of this policy.

Any employee who demonstrates an excessive pattern in sick leave usage as determined by the department head will be subject to disciplinary procedures.

Each employee is responsible for knowing the number of hours he or she has been absent. Records of absences shall be available for review within the Township's computer payroll program.

The Township's intent in instituting this policy is to encourage acceptable attendance, reduce absenteeism and correct excessive absenteeism on the part of its employees.

Progressive Disciplinary Procedure:

Step 1	Verbal Warning
Step 2	Written Warning
Step 3	2nd and Final Written Warning
Step 4	3 Day Unpaid Suspension
Step 5	5 Day Unpaid Suspension
Step 6	Discharge

10.07. Sick Leave Bonus Days. Employees who work three (3) consecutive calendar months (Jan. – Mar., April-June, July-Sept., Oct. – Dec.) in the calendar year without missing more than three (3) scheduled work time hours for reasons other than paid vacations or holidays, approved bereavement leave, military leave, personal leave, sick leave bonus days or jury duty will be eligible for eight (8) hours of time off with pay, not to exceed thirty-two (32) hours bonus time earned in any calendar year. Employees who are granted a bonus day each of the four (4) calendar quarters shall be granted one extra bonus day for the following year. At the end of the calendar year, employees may elect to carry over a maximum five (5) bonus days into the following calendar year. A11 sick leave bonus days shall be scheduled at a mutually agreeable time that does not cause overtime.

10.08. Limited Duty During Leave. An employee on an approved sick leave may, at the Employer's discretion, be required to work, or be assigned other duties or limited duties, during the period of disability. If the employee's physician objects to such assignment, the employee shall not be required to perform such light duties until examined by a physician selected through Occupational Care Consultants or Occu Health and paid for by the Township. If the two physician's are not in agreement, the employee will be examined by a third physician mutually agreed upon by the union and the employee, at the Township's expense. This physician's determination of the employee's capacity to perform such light or restricted duties, shall be final as to the employees eligibility for light duty. This Section does not guarantee that a light duty position will/will not be available. Assignments made under this Section shall not be subject to the Grievance Procedure.

10.09. Family Leave/Disability Laws. Nothing contained in this Agreement shall prevent the Employer from complying with the requirements of federal or state laws pertaining to handicap or disability or dealing with family or medical leaves of absence. It shall not be a violation of this Agreement for the Employer to exercise discretion given employers under the Family and Medical Leave Act.

10.10 Sick Leave Conversion. An employee who retires with at least five (5) years' service for the Employer shall receive payment for one-fourth (1/4) the value of his accrued but unused sick leave.

Any employee who is permanently separated from the Township service due to death shall receive 100% of the employee's accrued, but unused, sick leave. An employee who is permanently separated by the Township due to a service related disability or disease as

determined by the Ohio Bureau of Workers compensation as permanently disability, shall be entitled to receive 50% of the employee's accrued, but unused, sick leave.

ARTICLE 11
SAFETY AND HEALTH

11.01 The Employer will continue to provide high safety standards in accordance with present practice, and shall take reasonable safety precautions in transporting employees in the course of performing their job duties. In conjunction with its safety program, the Employer shall provide periodic first aid and CPR training during working hours. Each employee shall cooperate to the fullest in the promotion of safety, safe work habits, and good housekeeping. Employees shall comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. The Employer agrees to meet on a quarterly basis, with two members of the bargaining unit, appointed to serve on a Department Safety Committee.

ARTICLE 12
HOURS OF WORK AND WORKWEEK

12.01 The normal workday for employees covered by this Agreement shall be eight (8) hours, beginning at 7:30 a.m. at the equipment building and ending at 4:00 p.m. at the equipment building with one unpaid lunch period of one-half hour to be taken within the fourth and sixth hour of work. Beginning with the Sunday before Memorial Day and ending with the Saturday before Labor Day, the normal workday for employees shall begin at 6:30 a.m. and end at 3:00 p.m., with a one-half hour, unpaid lunch period. During each workday, a fifteen (15) minute paid break shall be allowed in the a.m. and a fifteen (15) minute paid break shall be allowed in the p.m. Employees will be allowed a period of fifteen (15) minutes before quitting time at the end of the workday for the purpose of washing up.

12.02 Changes in the normal work schedule of some or all employees may be made providing the Union is given advance notice and such changes are not arbitrary or capricious.

12.03 Any employee who reports for work without prior notice not to report shall receive a minimum of two (2) hours of work or two (2) hours pay at the usual hourly rate.

ARTICLE 13
OVERTIME

13.01 Time and one-half the employee's usual hourly rate will be paid for all hours worked in excess of eight (8) hours in any one (1) day, or for all hours worked in excess of forty (40) hours in any one (1) week. Two (2) times the employee's usual hourly rate will be paid for all hours worked on a Sunday that are in excess of forty (40) hours worked in any one (1) week. There shall be no pyramiding or duplication of overtime, holiday or other premium pay. For purposes of this Article, paid holidays, paid vacation days, and any other hours paid for, but not worked, with the exception of paid sick leave and other paid leaves of absence due to illness or injury, shall count as hours worked for the purpose of computing overtime.

13.02 Regular Overtime: Overtime work during the normal workweek shall first be offered to the employee performing the job on which overtime is required, including any jobs that must be completed with weekend overtime. Overtime not filled in this manner shall be distributed as follows:

A. During the months of April through November, overtime shall be distributed on the basis of seniority, provided that these employees are qualified to do the work.

B. During the months of December through March, overtime shall be assigned on a bi-weekly basis (corresponding to the payroll week), as set forth in Section 4.

Temporary and probationary employees shall not be eligible for overtime, unless all seniority employees covered by this Agreement refuse the overtime. In the event that there are no temporary or probationary employees available, overtime will be mandated by using seniority in reverse order. The Township requires all employees to be available for a reasonable amount of overtime.

13.03 Start Up: Start up during the month of November only shall be scheduled in advance and shall be rotated by seniority.

13.04 Overtime Call-In Procedures: Overtime Call-In will be conducted by calling employees as follows:

A. During the months of April through November employees will be called on the basis of seniority, provided that these employees are qualified to do the work.

B. During the months of December through March employees shall be called by utilizing the rotation list referred to in Section 4.

C. Any employee on sick leave or vacation will not be called for overtime outside normal workday hours until he returns to work the next scheduled day. The only exception with this role is on Fridays. If an employee works four (4) hours on Friday and uses four (4) hours of sick/vacation leave for the remainder of the day, then this employee would still qualify for overtime call-in during the weekend and/or Monday Holiday period. If the employee is offered overtime in this manner but refuses it, the employee shall be charged with the overtime. This will be referred to as "Friday 4-hour allowance." If additional employees .are needed, then the employees on vacation leave would be called before employees on sick leave. Inadvertent overtime call-ins under this Section shall not be subject to the grievance process.

Once calls have been placed to an employee's phone number(s) on file, the employee has 10 minutes to respond to the individual placing the call as to his ability to report. Failure to respond is considered refusal. If an employee does not call within this time frame, he will be skipped and the next qualified employee will be called. Those working the overtime are allowed and paid for 20 minutes travel time to the garage from the time of the call. The Township requires all employees to be available for a reasonable amount of overtime.

13.05 Posting Overtime: All employees will be responsible for posting their overtime hours worked and refused by recording their updated hours on a chart/bulletin board by noon on the Friday prior to the new bi-weekly pay period. All information posted by employees shall be deemed accurate and over-time assignments based upon this information shall not be subject to grievances. This information shall be used for overtime only during the months of December through March.

13.06 Overtime Limitations: Employees shall not work more than sixteen (16) hours in any consecutive twenty-four (24)-hour period except in extreme emergency circumstances.

ARTICLE 14
HOLIDAYS

14.01 Holiday's for the purposes of this Agreement, the following shall be recognized as legal holidays:

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Fourth of July
Labor Day
Columbus Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

14.02 Holiday Premium. Each regular bargaining unit employee shall receive eight (8) hours of pay at his regular hourly rate for the above holidays without working on such holidays, provided the employee qualifies for holiday pay in accordance with the provisions of this Article. Each regular bargaining unit employee shall receive time and one-half his regular hourly rate for up to eight (8) hours worked on any of the above holidays and two times his regular hourly rate for all hours worked in excess of eight (8) on any of the above holidays in addition to holiday pay, provided the employee qualifies for holiday pay in accordance with the provisions of this Article.

14.03 Qualification for Holiday Pay. In order to be eligible to receive holiday pay in accordance with the provisions of Section 2 of this Article, the employee must have (a) worked at least one (1) of the last fifteen (15) workdays immediately preceding the holiday unless on vacation, and (b) worked his last full scheduled workday immediately preceding the holiday and his next full scheduled workday immediately following the holiday, unless the employee's failure to work either or both qualifying days is due to the employee's hospitalization on other than an emergency or outpatient basis, or unless the employee is absent on either or both qualifying days and receives full paid sick leave for the time missed and furnishes a certificate signed by a licensed physician stating the nature of the illness and notifying the employer that the employee was unable to perform his job duties. If an employee is unable to work a full workday on either or both qualifying days and misses no more than a total of two (2) hours work for a legitimate reason beyond his control, such as illness, injury or accident, the employee shall receive holiday pay, if he is otherwise eligible to do so. If a holiday falls on a Saturday, it will be celebrated on the preceding Friday. If a holiday falls on a Sunday, it will be celebrated on the following Monday.

ARTICLE 15
VACATION

15.01 Vacation Schedule. Regular employees hired prior to January 1, 2011 shall receive a vacation with pay on January 1st of each year, in accordance with the following schedule;

Vacation Calculated	Years of Service In Weeks and Days
Less than 1	0
1-4	2 weeks
5	2 weeks, 2 days
6	2 weeks, 3 days
7	2 weeks, 4 days
8	3 weeks
9-12	3 weeks, 1 day
13 -17	3 weeks, 3 days
18-19	4 weeks
20	4 weeks, 2 days
25	5 weeks

Regular employees hired after January 1, 2011 shall receive a vacation with pay on January 1st of each year, in accordance with the following schedule;

Vacation Calculated	Years of Service In Weeks and Days
Less than 1	0
1-4	2 weeks
5	2 weeks, 2 days
6	2 weeks, 3 days
7	2 weeks, 4 days
8	3 weeks
9-12	3 weeks, 1 day
13 -17	3 weeks, 3 days
18-19	3 weeks, 4 days
20	4 weeks

The rate of pay for each week of vacation shall be forty (40) times the employee's straight time hourly rate, and the rate of pay for each day of vacation shall be eight (8) times the employee's straight time hourly rate.

In calculating the foregoing vacation time, years of service will be determined based upon the employees' years of service they will have in the upcoming calendar year.

15.02 Eligibility for Vacation Pay. In order to be eligible for full vacation pay in a given year, an employee must have worked at least 1,500 hours in the prior calendar year. If an employee has not, he will be entitled to vacation pay and time off prorated on the basis of full vacation multiplied by a fraction, the numerator of which is the number of days worked and the denominator of which is 260. Time off for paid holidays, paid vacation, industrial injury and no more than sixty (60) days medical leave shall count as hours worked for purposes of this Article.

15.03 Vacation Requests. Employees shall schedule at least fifty percent (50%) of their vacation time off between January 1 and January 31 of each year for the upcoming year. Vacation requests shall be granted based upon departmental seniority and subject to the approval of the Employer.

The remaining fifty percent (50%) of vacation shall be subject to the approval of the Employer on a first come, first serve basis, and based upon the needs of the Employer.

15.04 Scheduling of Vacation. Vacation requests must be submitted within one (1) hour of the start of the shift, one (1) working day prior to the requested time off. The Employer shall make reasonable efforts to allow at least three (3) employees in the utility classification and one (1) employee in each of the other two classifications to schedule vacation time off at any given time, except during the period from October 15th to December 15th and from April 1st to May 15th.

Each employee will be able to carry over one week's vacation into the following year.

15.05 Vacation Pay Upon Retirement. Upon retirement, all earned and accrued vacation will be paid to the employee.

ARTICLE 16
PERSONAL DAYS

16.01 Personal Days. On January 1st of each year, all regular employees shall receive three (3) personal days.

16.02 Eligibility for Personal Days. In order to be eligible for the three (3) personal days in a given year, an employee must have worked at least 1,500 hours in the prior calendar year. Probationary employees shall receive one (1) day for each complete four (4) month period remaining in the calendar year in which they are hired.

16.03 Personal Day Requests. An employee wishing to use a personal day shall give supervision as much notice as possible prior to the start of the shift. Personal days may be taken in full or one-half day increments.

16.04 Carry Over. Employees may not carry over any personal days to the next year.

ARTICLE 17
PENSION

17.01 The Employer shall continue to participate in the Public Employees Retirement System of Ohio as in the Ohio Revised Code.

ARTICLE 18
INSURANCE

18.01 The Employer shall continue to provide insurance benefits (Medical, RX, Dental, Vision) as offered to all Township employees as recommended by the Sylvania Township Health Insurance Committee and approved by the Sylvania Township Board of Trustees.

18.02 For March 1, 2011 through December 31, 2011, an exception will be made to the recommended insurance to provide that mail order prescriptions will include a co-pay of $15.00 for Generic prescriptions, $35.00 for Formulary prescriptions, and $65.00 for Non-Formulary prescriptions.

The parties agree to continue reviewing the Teamsters Local 20 insurance plan. If mutually agreed the members of Local 20 would be transferred to that insurance.

18.03 The Employer shall deduct the employee's portion of the monthly established premium and any medical reimbursement deductions chosen by the employee in accordance with the Internal Revenue Service Rule 125 plan to allow for pre-tax deductions.

18.04 The Employer shall provide at a minimum a $15,000 group term life insurance plan at no cost to the employee.

ARTICLE 19
WAGES

19.01 Wage Rates. Effective the first pay period in January, 2014, rates of pay shall be increased by 3.0%. Effective the first pay period in January, 2015 rates of pay shall be increased by 2.75%. Effective the first pay period in January, 2016, rates of pay shall be increased by 2.75%. Rates of pay and their effective dates are as shown on Exhibit A.

ARTICLE 20
LONGEVITY

20.01 Longevity Payments. Employees hired prior to January 1, 2011 shall be paid longevity in accordance with the following formula:

1. After five (5) years seniority –1%
2. Each year of seniority thereafter - additional .2%
3. Maximum longevity payment after 25 years of service - 5%

The longevity payment shall be calculated by multiplying the applicable percentage rate times all hours worked in the previous calendar year, times the employee's base hourly rate on December 31 of the previous year. The longevity payment shall be made in a separate check distributed to all employees who are on the seniority list at the time the checks are issued on the second payday in January.

20.02 Longevity Payments for Employees Hired on or After January 1, 2011. Employees hired on or after January 1, 2011 shall be paid longevity in accordance with the following formula:

1. (5) years but less than (10) years of service - $ 500.00
2. (10) years but less than (15) years of service - $ 750.00
3. (15) years but less than (20) years of service - $1200.00
4. (20) years but less than (25) years of service - $1700.00
5. (25) or more years of service - $2300.00

The longevity payment shall be made in a separate check distributed to all employees who are on the seniority list at the time the checks are issued on the second payday in January. Employees must have worked 1500 hours in prior calendar year to be eligible for payment. Time off for paid holidays, paid vacation, jury duty, funeral leave, and military leave shall constitute hours worked.

ARTICLE 21
UNIFORMS

21.01 Uniforms. The Employer shall provide five (5) uniforms for each mechanic in the Service Department, which shall be replaced only when needed.

21.02 Work Apparel. Employees assigned to the Road Department shall be required to wear steel-toed or fiberglass-toed safety boots (6" minimum height) while on duty, and to keep at the Township and maintain foul weather gear, winter wear, rubber gloves, and rain boots.

Employees working in areas exposed to vehicular traffic shall be required to wear safety approved short-sleeve t-shirt or a safety vest, but the use of shirts in non-traffic areas shall continue to be optional on the part of the employee.

21.03 Allowance. Each employee, including those employees completing their probationary period and excluding mechanics, shall be paid an annual uniform allowance of $600.00, half payable in October of each year and half payable in April of each year.

Mechanics shall be required to wear steel-toes or fiberglass-toes safety boots (6" minimum height) while on duty. In April of each year, mechanics shall receive $200.00 for the purchase of safety boots and/or safety gear. An employee seeking reimbursement for safety boots and/or safety gear must submit receipts in order to obtain reimbursement.

Newly hired employees shall become eligible to receive the uniform allowance and the safety boot allowance after the completion of their probationary period.

ARTICLE 22
TUITION REIMBURSEMENT

22.01 Sylvania Township will reimburse full-time employees who have completed their probationary period for tuition expenses, books and academic fees, at an accredited college or university for only those courses that are directly related to the employee's job duties or field or required as part of an Associates Degree, Bachelors Degree, or certificate Program directly related to the employee's job duties or field. Internet and similar distance learning courses are eligible. Portfolio's are excluded.

22.02 A Tuition Reimbursement form must be completed and submitted to employee's Department Head for prior approval. Upon approval, the student must attend (75%) of the classes (this attendance requirement shall not apply to internet and similar distance learning courses) and obtain a passing grade of "B" or above to be eligible for the reimbursement. Students will be limited to a reimbursement of no more than $4,000.00 per calendar year. The Township will provide reimbursement toward one (1) Bachelor's Degree per employee.

22.03 An employee who leaves employment with the Township within two (2) years of completing a course for which he was reimbursed shall be obligated to repay the Township in full for any such reimbursed tuition expenses, unless the employee is granted a disability retirement within that time.

ARTICLE 23
TRAINING COURSES

23.01 Attendance at Training. If an employee wishes to attend a seminar, training program or school on his own time at his own expense, the Department Head will authorize his attendance, and the Employer will allow reasonable time off without pay for the employee to attend such seminar, program or school, provided that necessary manning levels are maintained. A request for payment of fees and expenses associated with the seminar, training program. or school attended or to be attended by an employee shall be submitted to the Department Head in writing and shall explain the educational value of the training as well as the costs already expended or to be expended in attendance. Such requests shall be considered by the Employer, which may or may not, in its sole discretion, approve or authorize payment

23.02 Notification of Training Opportunities. If the Employer is advised of a seminar or training, program which Department employees could attend, the Department Head will publish or circulate notice of such seminar or training program within a reasonable time. Employees may request to attend the seminar or training program in the manner set forth in this Article.

23.03 In-Service Training. Whenever an employee attends in-service training, an employee shall be paid for time spent for the in-service training.

ARTICLE 24
MISCELLANEOUS PROVISIONS

24.01 Jurisdictional Rules. The Employer agrees to respect the jurisdictional rules of this Agreement by not directing other employees not covered by this Agreement to perform bargaining unit work, except as provided in Section 2 of this Article.

24.02 Job Assignment. The Township shall have the right to assign all employees to available jobs provided the individual is properly trained and qualified. If in the event, an employee feels and can establish a pattern of abuse in the assignment of jobs, they shall have the right to submit their concern through the grievance procedure.

24.03 Supervisors. All supervisory personnel, including Road Superintendent, Road Foreman and Service Manager, shall have the right to assist in any and all operations to ensure and facilitate productivity of daily operations.

In the event there is a violation of this Section, the Arbitrator shall have no authority to order back pay or any other monetary remedy, unless he finds that the Employer has committed serious or repeated violations of this Section.

24.04 Temporary Employees. Temporary employees shall not be employed in such a manner as to cause the layoff or permanent displacement of employees covered by this Agreement.

24.05 Driving/Insurability Requirement. All regular, non-probationary employees must have a valid and currently effective Class "A" commercial driver's license with air brake and tanker endorsements. If an employee does not meet these requirements, the employee shall be assigned to whatever jobs are available that he is qualified to perform, and, in the event no such jobs are available, he shall be placed on a personal leave of absence and shall not be entitled to receive unemployment compensation benefits. The Employer shall have no obligation to create a job or otherwise accommodate an employee who is unable to meet the requirements set forth above in this Section.

The Township agrees to assist the mechanics in proper training to obtain their CDL's. This assistance does not include the cost to obtain or renew the actual CDL.

24.06 Mechanics' Tools. The Employer agrees to replace tools owned by mechanics in the Service Department that are broken or damaged during the performance of job duties for the Employer to the extent that they cannot be used.

In addition, the Employer will consider, in good faith, any requests by mechanics in the Service Department to purchase tools that would be beneficial for the Employer's use. Any tools purchased in this manner shall become and remain the property of the Employer.

ARTICLE 25
ENTIRE AGREEMENT

25.01 The Union agrees that this Agreement is intended to cover all matters affecting wages, hours, and other terms, and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither the Employer nor the Union will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

ARTICLE 26
SEPARABILITY AND SAVINGS CLAUSE

26.01 If any Article or Section of this Agreement or of any riders hereto should be held invalid by operation of law or by a 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 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.

ARTICLE 27
TOTAL AGREEMENT

27.01 This Agreement represents the entire agreement between the Employer and the Union, and that unless specifically and expressly modified by the provisions of this Agreement, all rules, regulations, benefits and practices of the Employer, which are previously or currently in effect, may be modified or discontinued at the sole discretion of the Employer.

ARTICLE 28
DURATION OF AGREEMENT

28.01 This Agreement shall be effective upon execution, and shall remain in full force and effect until December 31, 2016. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, at least sixty (60) calendar days prior to the anniversary date that it desires to modify the Agreement.

This Agreement executed this 17th day of June 2014 Sylvania Township of Ohio.

For the Employer:

For the Union:

Jack Carson

EXHIBIT A

	EFFECTIVE FIRST PAY PERIOD					
FULL TIME MAINTENANCE		Starting Wage	End of Probation Period	1 year from date of hire	2 years from date of hire	3 years from date of hire
	2014	$14.38	$15.28	$16.18	$17.07	$17.97
	2015	$14.77	$15.70	$16.62	$17.54	$18.47
	2016	$15.18	$16.13	$17.08	$18.03	$18.98
PART-TIME MAINTENANCE		Starting Wage	End of Probation Period	1 year from date of hire	2 years from date of hire	3 years from date of hire
	2014	$10.76	$11.43	$12.11	$12.78	$13.45
	2015	$11.06	$11.75	$12.44	$13.13	$13.82
	2016	$11.36	$12.07	$12.78	$13.49	$14.20
UTILITY WORKER		Starting Wage	End of Probation Period	1 year from date of hire	2 years from date of hire	3 years from date of hire
	2014	$19.19	$20.38	$21.58	$22.78	$23.98
	2015	$19.72	$20.94	$22.17	$23.41	$24.64
	2016	$20.26	$21.52	$22.78	$24.05	$25.32
MECHANIC		Starting Wage	End of Probation Period	1 year from date of hire	2 years from date of hire	3 years from date of hire
	2014	$20.95	$22.26	$23.56	$24.87	$26.18
	2015	$21.53	$22.87	$24.21	$25.56	$26.90
	2016	$22.12	$23.50	$24.88	$26.26	$27.64