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AGREEMENT BETWEEN

**THE BOARD OF TOWNSHIP TRUSTEES,
UNION TOWNSHIP, CLERMONT COUNTY, OHIO**

AND

**LOCAL 2461, OHIO COUNCIL 8
AMERICAN FEDERATION OF STATE, COUNTY \\
MUNICIPAL EMPLOYEES, AFL-CIO**

**Effective From September 1, 2014
Through
August 31, 2017**

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ARTICLE 1: PURPOSE

Section 1.1

It is the intent and purpose of this Agreement entered into by the Union Township Board of Trustees, Clermont County, Ohio, hereinafter referred to as the "Employer," the "Board," or the "Township," and Local 2461, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union," to provide a fair and reasonable method of enabling employees to participate, through Union representation, in the establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of all differences between the parties.

ARTICLE 2: UNION RECOGNITION

Section 2.1

The Employer recognizes the Union as the sole and exclusive representative for all employees in the bargaining unit as certified and on file with the State Employment Relations Board, including all amendments and clarifications existing or agreed to in the future.

Included: Inspector, Assistant to the Zoning Director, Vehicle Maintenance Foreman, Police Vehicle Mechanic, Maintenance Worker I and II, Building/Grounds Employee, Road Foreman, Cemetery Sexton and Assistant Sexton.

Excluded: All professional employees, management level employees and supervisors as defined in the Act including: Service Director, Township Zoning Director, Township Clerk, Assistant to Township Administrator (one employee/confidential), Assistant to Township Clerk (one employee confidential), Administrative Assistant to the Chief of Police (one employee/confidential), Township Administrator, all members of the Police and Fire Department, Dispatchers, Emergency Medical Technicians, and Paramedics.

ARTICLE 3: MANAGEMENT RIGHTS

Section 3.1

The Employer reserves all the customary rights, privileges or authority of management, except as modified by the express terms of this Agreement, including but not limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the Township, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of Township operations and programs;

- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Township as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Township as a governmental unit.

ARTICLE 4: NON-DISCRIMINATION

Section 4.1

Neither the Employer, its agents, agencies or officials, nor the Union or its agents or officers shall discriminate against any employee on the basis of age, sex, race, color, religion, political affiliation, national origin, disability, or ancestry of any person.

Section 4.2

The Employer and the Union agree not to interfere with the desire of any person to become or refrain from becoming a member of the Union. The Employer shall not discriminate against or in favor of an employee because of his or her membership or non-membership in the Union.

Section 4.3

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

Section 4.4

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

ARTICLE 5: UNION SECURITY

Section 5.1

The Employer agrees, that upon receiving a written authorization that has been voluntarily submitted by any bargaining unit employee, to deduct from earned wages all union membership dues uniformly required of bargaining unit members. The Union will notify the Employer in writing upon execution of the Agreement and during December of each calendar year of the dues that it charges and the names of all employees for whom dues are to be deducted, and will update

this information as needed. All dues deducted from bargaining unit member's wages shall be forwarded to the Union within ten (10) work days of the deduction.

Section 5.2

The Employer agrees to deduct Union dues in equal installments each pay period from a regular paycheck of bargaining unit employees. Upon receipt of the voluntarily submitted written authorization, the Employer will begin to deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 5.3

The Employer shall be relieved from making such individual deductions upon an employee's: (1) termination of employment, (2) transfer to a job other than one covered by the bargaining unit, (3) lay off from work, (4) unpaid leave of absence, or (5) any pay period during which the employee does not earn enough wages for Union dues to be deducted after all other deductions are made.

Section 5.4

Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The obligation to pay the fair share fee shall commence either sixty-one (61) days following execution of this Agreement or sixty-one (61) days following an employee's date of hire, whichever is later. Fair share fees shall be paid by automatic, payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. The Union shall prescribe a rebate and challenge procedure which complies with applicable state and federal law. Fair share fees shall be deducted and transmitted to the Union in the same manner as regular dues. No fair share fees shall be deducted by the Employer until the Union gives specific written direction to make such deductions.

Section 5.5

The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made in writing to the Employer within sixty (60) days after the date such error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 5.6

The Union warrants and guarantees that no provision of this Article violates the laws or constitutions of either the United States of America or the State of Ohio. Should the Employer be sued by any person or entity or charged by any administrative agency on any theory arising, in any way, out of this Article, the Union shall indemnify the Employer for all expenses it incurs in its defense including, but not limited to, reasonable legal fees. The Union shall indemnify the Employer for any award made against it as a result of this Article.

Section 5.7 - P.E.O.P.L.E CHECK OFF

The Employer agrees to deduct voluntarily to the American Federation of State, County and Municipal Employees International Union's Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) Fund from the pay of an employee upon receipt from the Union of an

individual written authorized card voluntarily executed by the employee. The contribution amount will be certified to the Employer by the Union. Monies deducted shall be made as a deduction separate from the dues and fair share fee deductions, remitted to the Union within fifteen (15) days of the date they are deducted and this payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time. The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the Local 2461 bargaining unit. The hold harmless/indemnity language in Section 5.6 of this Article will apply equally to any such deduction under this section.

ARTICLE 6: UNION ACTIVITY AND BULLETIN BOARDS

Section 6.1

Non-employee representatives of the Union shall be admitted to the Employer's work facilities for the purpose of processing grievances or attending meetings as permitted herein.

Section 6.2

The Employer shall recognize two (2) employees as designated in writing by the Union to act as stewards for the purpose of processing grievances and other representational activities as specified in this Agreement. One (1) steward will have jurisdiction of the Service Building/Township Offices employees, and the other shall serve the employees assigned to the Township Cemetery. In the absence of one steward the other shall serve both jurisdictions. The investigation, writing and processing of grievances may be conducted during work time with the permission of the supervisor. Meetings and activities conducted outside of regular work hours shall be without compensation, except those meetings commencing thirty (30) minutes or less prior to the end of the scheduled shift, in which case all time spent in such meetings shall be paid.

Section 6.3

The Employer shall provide existing bulletin boards in each of the three (3) work facilities. The space to be provided shall be by mutual agreement. No notices or other writing may contain anything political, controversial or critical of the Employer, any other institution/agency or of any employee.

ARTICLE 7: LABOR/MANAGEMENT MEETINGS

Section 7.1

In the interest of sound labor/management relations, the Employer and/or its designees shall meet with one (1) member from each Department of the bargaining unit and one (1) non-employee Union representative, quarterly or on an as needed basis, for the purpose of:

- A. To disseminate general information of interest to the parties;
- B. To give the representatives the opportunity to share the view of their members and/or suggestions on the subject of interest to their members;
- C. To discuss ways to improve efficiency and increase productivity within the work units;
- D. To promote harmonious relations between the Employer and the Union in the best interest of the community;
- E. To discuss safety and health issues of the work units; and
- F. To discuss the items of concern of either party.

Section 7.2

The party requesting the meeting shall furnish an agenda to the other party not less than three (3) business days in advance of the meeting.

Section 7.3

Special Labor/Management meetings may be mutually agreed to.

ARTICLE 8: PROBATIONARY PERIODS

Section 8.1

All new hire employees shall serve an initial probationary period of one (1) year from the date of hire. An employee serving an initial probationary period may be terminated at any time and shall have no right to appeal the termination.

Section 8.2

Any employee who has successfully completed his initial probation and subsequently accepts another bargaining unit position, whether higher in pay, lateral (same) pay or lower in pay shall serve a six (6) month probationary period in the new position, unless he has previously held the position successfully. If the employee's performance is unsatisfactory in the new position, he shall be returned to his former classification.

ARTICLE 9: SENIORITY

Section 9.1

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

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

Section 9.2

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

- A. Absence while on approved sick leave, family and medical leave or disability leave;
- B. Military leave; and
- C. A layoff of twenty-four (24) months or less.

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

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff of more than twenty-four (24) months;
- D. Failure to return to work within ten (10) calendar days of a recall from layoff;
- E. Failure to return to work at the expiration of a leave of absence; and
- F. A quit or resignation.

During an approved personal or professional leave (educational leave), seniority is not accrued or lost, it is suspended. Upon return to work from such a leave, the employees seniority will be adjusted to reflect the period of absence.

Section 9.3

The Employer shall provide the Union annually with a seniority roster listing each employee by classification with their date of hire as a full-time permanent employee. The initial list will be provided within thirty (30) calendar days of approval of this Agreement by the Employer.

ARTICLE 10: LAYOFF & RECALL

Section 10.1

When the Employer determines that a layoff or reduction in employment is necessary, employees shall be notified as far in advance of the effective date of the layoff or reduction in employment as possible, but no less than ten (10) work days before the effective date.

Section 10.2

Layoffs shall be in inverse order of seniority within classification, and shall be implemented by classification in the following order:

- A. Temporary employees (including intermittent and seasonal);
- B. Probationary employees;
- C. Permanent part-time employees; and
- D. Full-time employees.

Laid off full-time employees may bump part-time employees regardless of seniority. Prior to implementing any layoff or reduction in employment, the Employer shall meet with the Union to determine classification groups which could permit out-of-class bumping.

Section 10.3

Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twenty-four (24) months of recall. Any training required in this Section shall be at the Employer's expense and time.

Section 10.4

Notice of recall shall be sent to the employee by certified mail, with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 10.5

The laid off employee shall have seven (7) calendar days following the date of receipt of the certified mail recall notice to notify the Employer of his intention to return to work, and shall have fifteen (15) calendar days following the date of receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice or as agreed. An employee failing to notify the Employer of his intention to return within seven (7) days, or failing to report for duty within fifteen (15) days of notice shall be removed from the recall list and be deemed to have resigned.

ARTICLE 11: JOB POSTINGS

Section 11.1

Whenever the Employer determines that a vacancy exists within the bargaining unit which the Employer intends to fill, the Employer shall post a vacancy notice on the bulletin boards for ten (10) working days. The notice shall include the classification title, working title, work area, rate of pay, education and experience required, skills and ability required or desired; a summary of the duties, and the closing date of the application. Any employee interested in being considered for a posted position must file a written application with the Township Administrator prior to the close of the posting period.

Section 11.2

The Employer will consider the following criteria in selecting the successful applicant: experience; ability to perform the work; records of absence/tardiness (not attendance) and active discipline; education; and other qualifications. If two (2) or more internal applicants are relatively equal considering the criteria for selection then seniority shall be the determining factor. If there are no qualified internal applicants, then the Employer shall recruit from the

general public. If the vacancy is awarded to an internal applicant, the vacancy shall be filled within fifteen (15) work days of the close of the posting, unless agreed otherwise.

Section 11.3

Any employee promoted pursuant to this Article shall have the right to voluntarily return to his former position within thirty (30) calendar days from the promotion. This provision does not otherwise affect his return rights during the probationary period.

ARTICLE 12: PERFORMANCE EVALUATION

Section 12.1

Employees shall receive a written evaluation of their job performance annually. The employee may review his evaluation with the Department Head and have the right to make written objections to be included in his personnel file. Performance evaluation results may be appealed directly to the Administrator whose decision shall be final and binding.

ARTICLE 13: DISCIPLINE

Section 13.1

The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. Just cause shall include incompetency, inefficiency, dishonesty or dishonest action, violation of the Drug/Alcohol policy, immoral conduct, neglect of duty, insubordination, absence without leave, violations of safety rules/safe practice procedures, discourteous treatment of the public and any other failure of good behavior.

Section 13.2

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

- A. Written record of counseling;
- B. Written reprimand;
- C. Suspension without pay;
- D. Demotion in pay and position; and
- E. Discharge.

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

Section 13.3

Prior to any proposed suspension, demotion or discharge, the affected employee shall be entitled to a hearing before the Board. The employee may be represented by any representative of his choosing. The Board shall issue its decision and the disciplinary action, if any, within seventy-two (72) hours following the hearing, unless the parties agree to an extension of time.

Section 13.4

All disciplinary action shall be subject to the grievance procedure.

Section 13.5

Records of verbal or written disciplinary action shall cease to have force and effect after eighteen (18) months from the date of issuance provided no intervening discipline has occurred; all other discipline shall cease to have force and effect after twenty-four (24) months from the date of issuance, provided no intervening discipline has occurred.

ARTICLE 14: GRIEVANCE PROCEDURE

Section 14.1

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

Section 14.2

All grievances must be in writing and must contain the following information to be considered:

- A. The grievant's name and signature;
- B. Grievant's classification;
- C. Date grievance occurred;
- D. Date grievance filed;
- E. Description of the facts giving rise to the grievance;
- F. Articles and Sections of the Agreement alleged to have been violated; and
- G. Remedy sought.

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

Section 14.3

All grievances must be presented at the proper step and time in progression in order to be considered at the subsequent step. Grievances involving lost pay discipline (demotion,

suspension or discharge), shall be initiated at Step 3 of the procedure. The following are the implementation steps and procedures for processing grievances:

Step 1:

Within ten (10) working days of the date on which the grievance arose or of knowledge of the facts giving rise to the grievance, the grievant and his steward shall present the written grievance to the grievant's Department Head. The Department Head shall render a written decision within three (3) work days of receipt of the grievance.

Step 2:

If the grievance is not resolved in Step 1, the employee and his representative, within seven (7) 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, requesting a hearing. The Administrator shall conduct a hearing within five (5) working days of the receipt of the written notice of appeal, and shall render a written decision within three (3) working days after the hearing, and notify the employee and his representative of said decision at the same time.

Step 3:

If the grievance is not resolved in Step 2, the employee, his representative and/or Union Business Agent within ten (10) working days from the receipt of the Administrator's decision⁷ may appeal the decision by filing written notice with the Township Trustees requesting a hearing on the matter. The Trustees shall conduct a hearing within twenty (20) working days from the date of the filing of the appeal, and shall render a written decision within five (5) working days after the hearing, and notify the Union and the employee of their decision at the same time. Employees attending Step 3 hearings outside of regular work hours shall not be compensated for the time spent. However, it is agreed that these hearings before the Trustees shall be conducted either in special sessions (for the grievance(s) at hand), or at the beginning of a regular scheduled meeting.

Step 4:

Arbitration. A grievance unresolved at Step 3 may be submitted to arbitration upon request of the Union in accordance with this Section of this Article.

The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within twenty (20) working days from the date the final answer at Step 3 is received, the Union shall notify the Employer of its intent to seek arbitration over the unresolved matter. The Union may withdraw its request to arbitrate at any time before the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party (or parties) canceling the arbitration. Any grievance not submitted within the twenty (20) working day period described above shall be deemed settled on the basis of the last answer given by the Employer's representative(s).

- A. The representative of the parties shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service shall be jointly requested to submit a panel list of seven (7) arbitrators from FMCS area #15 (Ohio). The parties shall alternately strike the names of the arbitrators until only one name remains. Each party may once reject the list and

request from FMCS another list of seven (7) arbitrators until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator. The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of specific articles in this Agreement. He may not modify or amend the Agreement.

- B. Either party must raise the question of arbitrability of a grievance at the time of the joint submission to FMCS, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- C. The decision of the arbitrator in all matters shall be final and binding. The arbitrator shall requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.
- D. The cost of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, if any, or the hearing room, shall be borne equally by the Employer and the Union. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 14.4

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

Section 14.5

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

Section 14.6

Time limits set forth in this Article may be waived by mutual, written agreement.

ARTICLE 15: PERSONNEL FILES

Section 15.1

Each employee may request to inspect his personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing or by phone call to the Employer. Appointments shall be during the regular scheduled work hours of

the administrative staff of the employer. An employee shall be entitled to have a representative of his choice accompany him during such review. Any employee may copy documents in his personnel file, which are subject to disclosure pursuant to the Ohio Revised Code. Any new document placed in an employee's file shall be copied to the employee.

Section 15.2

If an unfavorable statement or notation is in the personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's personnel file.

ARTICLE 16: WORK RULES

Section 16.1

The Employer may promulgate reasonable work rules.

Section 16.2

Work rules shall be applied uniformly within the group of employees to whom such rules are directed.

Section 16.3

All work relating to safety standards and safe practice procedures shall, in addition to being posted, be verbally communicated to each affected employee by the Department Head, or the Township Safety Officer, or by the use of outside vendors for the conduct of awareness training.

ARTICLE 17: SAFETY & HEALTH

Section 17.1

It is agreed that safety must be a prime concern and responsibility of all parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The employee(s) accepts the responsibility to follow all safety rules and safe working methods of the Employee.

Section 17.2

Employees are responsible for reporting unsafe conditions or practices; the Employer is responsible for correcting unsafe conditions or practices. Employees are responsible for properly using and caring for facilities, vehicles and equipment, tools and supplies provided by the Employer and the Employer is responsible for safe and proper care of the same. A specific reporting procedure shall be established for each work unit. The responsible supervisor or Department Head shall note all reports of safety complaints and forward copies to the Safety Officer and the Safety Committee. No employee shall be disciplined for filing a safety complaint.

Section 17.3

An employee acting in good faith has the right to refuse to work under conditions he reasonably believes present an imminent danger of death or serious harm to him or others, if such conditions are not such as normally exist or might reasonably be expected to occur in his position. Any incident of work refusal shall immediately be reported to the Safety Officer and Safety Committee, who will advise the Employer whether they believe any corrective action, is necessary which may eliminate or reduce a potential danger or hazard. The recommendations of the Safety Officer and Safety Committee are advisory only, and shall not bind the Employer or prevent the employee(s) from filing a safety complaint or grievance. For purposes of this Section, a quorum of the Committee shall consist of one (1) Employer appointee and one (1) Union appointee.

Section 17.4

When workplace engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment, except when OSHA specifically requires engineering and work practice controls. The equipment provided must meet the requirements of OSHA on agencies referred to by OSHA (e.g., ANSI, MSHA, NIOSH). Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary may subject the offending employee to disciplinary action.

Section 17.5

Employee exposure records (Environmental monitoring, and Material Safety Data Sheets), and accident reports shall be made available to the employee who is the subject of the record, or to his designated representative. Employee medical records including Biological Monitoring shall be made available to the employee, and to his designated representative upon tendering to the Employer a signed written consent form from the employee who is the subject of the record.

Section 17.6

The Township Safety Committee shall consist of the Township Safety Officer, one (1) additional Employer appointee, and two (2) bargaining unit members appointed by the Union. Bargaining unit appointees shall not serve on the Committee for more than eighteen (18) consecutive months. The Union shall provide to the Employer a list of its appointees for each agreement year not less than one (1) month before the anniversary date of this Agreement.

It is understood that the Committee is a fact-finding and communication vehicle only. The responsibilities of the Committee are as follows:

- A. Review all health and safety complaints and make recommendations for corrective action.
- B. Review all incident reports of work related incidents and/or accidents which involve damage to equipment or vehicles and/or injury of employees or others.
- C. The Committee shall not have the authority to determine whether safety violations have occurred or to recommend discipline.

D. A quorum of the Committee shall immediately convene upon notice of a work refusal and shall perform the functions stated in Section 17.3.

E. Suggest safety training programs and amendments, modifications or additions to the Township Safety Manual.

F. Make such recommendations, as they deem necessary regarding safe work practices and methods, equipment, tools and facilities.

The Committee's responsibility in general is to drive the Township safety program. The Employer's responsibility is to coordinate their efforts and monitor compliance with Occupational Safety and Health Administration requirements.

ARTICLE 18: COMMERCIAL DRIVER'S LICENSE

Section 18.1 Certain bargaining unit positions require a Commercial Driver's License (CDL) to be obtained and retained as a condition of employment. A Class A CDL license is required and will be determined by classification and job description. Also, if a job dictates or demands that a certain endorsement is required, an employee will be required to have it as a condition of employment. Any current employee to whom this Section applies will have a 6 month time period in order to obtain the necessary license or endorsement.

Section 18.2

Effective January 1, 1996, Department of Transportation, Federal Highway Administration rules on "Controlled Substances And Alcohol Use And Testing" (49 CFR 382) shall apply to all CDL holders in this bargaining unit. The procedures for testing are contained in Department of Transportation Workplace Drug And Alcohol Testing Programs" (49 CFR Part 40). Prior to the effective date of these rules, the Employer will provide to all affected employees the required awareness training and with information regarding the required testing, including random, mandated by the rules.

Section 18.3

All drug/alcohol testing required by the rules specified in Section 18.2 shall be paid for by the Employer for bargaining unit members (but not for pre-employment testing).

Section 18.4

The Employer agrees to reimburse the cost of CDL renewal fees for each employee required to maintain a CDL.

ARTICLE 19: DRUG/ALCOHOL TESTING

Section 19.1

Drug/alcohol testing of employees who are not subject to the Department of Transportation, Federal Highway Administration rules on " Controlled Substances and Alcohol Use And Testing" shall only be conducted upon reasonable suspicion. The procedures for testing shall be the same

as for those employees covered by the above mentioned rules, including the right of the employee to request confirmatory testing of the split sample by the same laboratory or by a second certified laboratory.

Section 19.2

Reasonable suspicion shall be based on specific, current, describable observations concerning the appearance, behavior, speech or body odors of the employee made during or immediately preceding the employee's work shift.

Section 19.3

Random testing shall be conducted by a certified hospital at the direction of the Township. Selection for said testing shall be made by independent computerized probability sampling and each employee shall have an equal chance of being tested each time selections are made.

Section 19.4

A confirmed positive test will result in the employee being temporarily relieved from duty pending completion of disciplinary proceedings. The employee will be subject to progressive disciplinary action, in accordance with Article 13 of this Contract. In the event the employee is not terminated in accordance with Article 13, the employee shall seek professional help for a drug/alcohol related problems for the first offense. A treatment program is not available for subsequent offenses. If the treatment requires that the employee not work for a specific period of time, the employee will be considered on sick leave. This leave may be conditional upon receipt of reports that the employee is cooperating and making reasonable progress in the treatment program. In addition, this leave is conditioned upon the employee entering an appropriate treatment program as soon as possible.

Within forty-five (45) days of entering the treatment program the employee must provide satisfactory medical evidence that he/she has completed the program and is fit to return to work and must pass another drug/alcohol screen. This time limit can be extended only based on medical or scientific evidence that a longer time is justified. However, no period longer than six (6) months total from the date of the original positive test result will be permitted. Failure to meet these conditions may result in disciplinary action. Accrued sick leave and accrued vacation may be used for this leave. Otherwise, this leave will be unpaid.

Any employee who has returned to work is subject to retesting, and if he/she fails the retest, shall be suspended without pay until conclusion of the disciplinary process in Article 13 of this Agreement.

The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification opportunity to any employee more than once.

Section 19.5

If at any time an employee believes he is developing a tendency towards drug or alcohol abuse, he may avail himself of the Employee Assistance Program without fear of punitive action.

ARTICLE 20: UNIFORMS AND EQUIPMENT

Section 20.1

All employees of the Zoning and Service Department (which includes the cemetery and building/grounds maintenance) shall be provided with work uniforms. The Employer shall arrange for the cleaning of uniforms, with the exception of the optional summer uniforms.

Section 20.2

The Employer shall provide safety shoes for those employees required to wear them. The Employer determines permissible shoe styles. Safety shoes shall be replaced whenever necessary.

Section 20.3

Employees required to work outside in inclement weather shall be provided with all necessary foul weather gear consistent with that, which is currently required.

Section 20.4

The Employer shall provide all necessary tools and equipment required to perform the work of the Employer.

ARTICLE 21: HOURS OF WORK AND OVERTIME

Section 21.1

The standard workweek for all bargaining unit employees shall consist of forty (40) hours, five (5) days of eight (8) hours each Monday through Friday, exclusive of the unpaid lunch period.

Section 21.2

All hours worked in excess of forty (40) hours during the regular work week shall be considered overtime and shall be compensated at one and one-half (1-1/2) times the standard hourly rate. For purposes of this Section, "hours worked" shall include all hours for which the employee is eligible to receive compensation, including sick leave, vacation leave, personal day, funeral leave, and holidays paid but not worked.

Section 21.3

Employees called to work outside their regular work hours for work, which does not abut the regular shift, shall receive a minimum of two (2) hours pay at the overtime rate.

Section 21.4

The Employer retains the right to require all employees to work overtime. Where the need for overtime is less than a general call-out, the Employer will offer the overtime to employees within the work unit where the overtime is needed in order of seniority.

Section 21.5

Any deviation from work schedule listed in Section 1 shall, except in cases of an emergency, be posted not less than ten (10) workdays in advance.

Section 21.6

In lieu of overtime, pay an employee may elect compensatory time at the one and one-half (1 1/2) times rate. Compensatory time balance is limited to eighty (80) hours at any given time. Compensatory time off shall be requested and granted in the same manner as personal leave (Section 27.4).

ARTICLE 22: WAGES

Section 22.1

Current Wages

<u>2013 AFSCME</u>	<u>Step1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Prob	\$18.64	\$19.52	\$20.91	\$22.28	\$23.22	\$24.93	\$27.25
1 Year	\$20.52	\$21.33	\$23.03	\$24.56	\$25.56	\$27.48	\$30.01
2 Year	\$21.28	\$22.10	\$23.78	\$25.33	\$26.32	\$28.24	\$30.78
5 Year	\$22.82	\$23.61	\$25.32	\$26.85	\$27.85	\$29.77	\$32.31

Section 22.2

2014-16 Wages

2014

*Effective the first pay period in September 2014.

<u>AFSCME</u>	<u>Step1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Prob	\$19.20	\$20.10	\$21.53	\$22.95	\$23.91	\$25.67	\$28.06
1 Year	\$21.13	\$21.97	\$23.72	\$25.29	\$26.32	\$28.30	\$30.91
2 Year	\$21.92	\$22.76	\$24.49	\$26.09	\$27.11	\$29.08	\$31.70
5 Year	\$23.50	\$24.31	\$26.08	\$27.65	\$28.68	\$30.66	\$33.28

2015

*Effective the first pay period in September 2015.

<u>AFSCME</u>	<u>Step1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Prob	\$19.76	\$20.69	\$22.16	\$23.62	\$24.61	\$26.42	\$28.88
1 Year	\$21.75	\$22.61	\$24.41	\$26.03	\$27.09	\$29.12	\$31.81
2 Year	\$22.56	\$23.42	\$25.20	\$26.85	\$27.90	\$29.93	\$32.62
5 Year	\$24.18	\$25.02	\$26.84	\$28.46	\$29.52	\$31.55	\$34.25

2016

*Effective the first pay period in September 2016.

<u>AFSCME</u>	<u>Step1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Prob	\$20.32	\$21.28	\$22.79	\$24.29	\$25.31	\$27.17	\$29.70
1 Year	\$22.37	\$23.25	\$25.10	\$26.77	\$27.86	\$29.95	\$32.71
2 Year	\$23.20	\$24.09	\$25.92	\$27.61	\$28.69	\$30.78	\$33.55
5 Year	\$24.87	\$25.73	\$27.60	\$29.27	\$30.36	\$32.45	\$35.22

Section 22.3

Pay range assignments for bargaining unit positions are listed in "APPENDIX A" to this Agreement. Existing employees shall be placed in the pay step within the assigned pay range, which corresponds with their years of service with the Employer on the effective date of this

Agreement, and shall advance through the succeeding steps on the corresponding anniversary date of service. New employees shall normally begin at the probationary rate and shall advance through the succeeding steps on the corresponding anniversary date. The Employer shall have the right to begin a new employee at up to the two (2) year step of the assigned range. The Employer will notify the Union of any such hire.

Promoted employees shall be placed in a pay step of the higher pay range which grants at least a 4% increase in pay and thereafter shall advance in accordance with this Section, except, no promoted employee with more than five (5) years of Service shall be placed at less than the five (5) year step.

Section 22.4

Employees who have completed their initial probationary period shall be eligible for tuition assistance of up to \$3,500 annually. The Department Supervisor must approve the coursework in advance. Tuition assistance shall, at the discretion of the Township Administrator be either reimbursement or advancement. Tuition advancement requires a signed agreement obligating the employee to repay the Township in the event the employee fails withdraws or is given an incomplete for the course. Reimbursement is made only if the employee passes in a pass/fail system or is awarded a grade of "C" or better in a graded system.

ARTICLE 23: INSURANCES

Section 23.1.

The Employer shall provide to bargaining unit employees who desire it health and hospitalization insurance (i.e., major medical and dental), including supplemental benefits (e.g., prescription drug), on the same basis as provided to non-bargaining unit employees (i.e., any and all employees not in this bargaining unit). Before any substantive change in the existing benefit plan, the Employer shall notify the Union in advance of any changes and will meet with the representatives of the Union.

Section 23.2.

The Employer agrees to indemnify and defend any employee from actions arising out of the lawful performance of his official and/or assigned duties.

Section 23.3

The determination of carriers and/or method of providing insurance rests with the Employer. If any change in carriers or methods of providing insurance are made which would affect the bargaining unit, the Employer shall meet with the Union before implementation.

ARTICLE 24: VACATION

Section 24.1

Full-time bargaining unit employees shall be entitled to annual vacation leave as follows:

- A. After one (1) year of continuous service, twelve (12) work days;

- B. After five (5) years of continuous service, twelve (12) work days plus one (1) day for each year of service beyond five (5) up to a maximum of twenty-two (22) work days.
For purposes of this Article "work day" means eight (8) hours, and "year of continuous service" means being in active pay status for twenty-six (26) pay periods.

Section 24.2

Full-time bargaining unit employees initially employed by the Employer before July 5, 1987 shall earn vacation according to their number of years with the Employer and any other political subdivision in the State of Ohio. Full-time bargaining unit employees initially employed by the Employer on or after July 5, 1987 shall earn vacation according to their number of years with the Employer and any prior Township service in the State of Ohio.

Section 24.3

Vacation shall normally be granted in increments that are not less than eight (8) hours in duration. However, up to sixteen (16) hours may be taken in four (4) hour increments per vacation year, unless otherwise approved. An employee must use vacation in the year following accrual and prior to the recurrence of his anniversary date of employment.

Section 24.4

Vacation requests are honored based upon the workload requirements of the Employer. By April 1 of each year, employees in each work unit may request vacation weeks for that calendar year; those requests shall be honored based upon seniority. Thereafter, vacation requests are honored on a first come-first served basis.

ARTICLE 25: HOLIDAYS

Section 25.1

Full-time bargaining unit employees shall be entitled to the following paid holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th

Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	Day After Thanksgiving
Christmas Day	December 25th

Section 25.2

If any of the aforementioned holidays fall on Saturday, it shall be observed on the preceding Friday. If a holiday falls on Sunday, it shall be observed on the succeeding Monday.

Section 25.3

Any work performed by an employee on a premium holiday weekend (New Year's Day, July 4th, Thanksgiving, Thanksgiving Friday, and Christmas) or on Friday or Monday when the Holiday falls on Saturday or Sunday, shall be paid at the rate of two (2) times the employee's regular rate of pay, in addition to the holiday pay. Work performed on any other holiday shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate, in addition to the holiday pay.

Section 25.4

If a holiday provided for in Section 25.1 occurs while an employee is on vacation or sick leave, such leave time shall not be charged against the employee's vacation or sick leave balances.

ARTICLE 26: SICK LEAVE

Section 26.1

Bargaining unit employees shall accrue sick leave credit at the rate often (10) hours for each completed month in active pay status, (i.e., during paid vacation and sick leave). Sick leave is accumulative without limit.

Section 26.2

An employee may request sick leave for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family, (in the case of a member of the family not living in the same household, the Employer may permit sick leave when he believes it is justified, but such cases will be carefully investigated;
- B. Exposure of the employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
- C. Death of a member of the employees immediate family;
- D. Medical, dental, or optical examinations or treatment of the employee or a member of his immediate family. The employee will attempt to schedule appointments during non-work hours; and
- E. Pregnancy, childbirth, and/or related medical conditions.

Section 26.3

For the use of sick leave under Section 26.2, paragraphs A, D and E above, "immediate family" is defined as mother, father, spouse, child (including step-children), or a legal guardian or other person who stands in place of a parent (loco parentis). For use under paragraph C, the definition shall also include brother, sister, grandparent, grandchild, and in-laws listed in Section 27.1.

Section 26.4

Sick leave will be granted to attend to the needs of an ill or injured member of an employee's immediate family only when the attendance of the member is essential and there are no other family members available, or attendance is during serious medical procedures of grave illness.

Section 26.5

Employees absent on sick leave shall be paid at the same basic hourly rate as when they are working. Sick leave usage shall be charged in minimum units of one (1) hour increments.

Section 26.6

Where an employee is unable to report to work due to illness or injury, he shall notify his Department Head or designee within thirty (30) minutes following his scheduled reporting time, unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the Department Head.

Section 26.7

Upon return to work, an employee shall complete an application for sick leave form to justify the use of sick leave. When the Department Head has reasonable suspicion to question the legitimacy of the absence, the employee shall furnish a certificate from a licensed medical practitioner stating the nature of the illness, injury, treatment, and prognosis. Falsification of an application for sick leave or a practitioner's statement shall be grounds for disciplinary action.

Section 26.8

An employee who retires from the Employer under PERS shall be entitled to convert accrued but unused sick leave pursuant to the following schedule:

<u>Years of Service</u>	<u>Percent of Conversion</u>	<u>Maximum Payment</u>
10-14	50%	420 hours
15-19	50%	620 hours
20 or more	100%	800 hours

Section 26.9

An employee who resigns from a position with Union Township in good standing and is subsequently reemployed by Union Township may apply for the recapture of the balance of accumulated but unused sick time if the employee is reemployed with Union Township for a period of 5 years or more. The decision to permit the recapture of balance of the previously accumulated but unused sick time shall be made by the Township Administrator and is discretionary and not subject to the grievance procedure.

Section 26.10

All members of the bargaining unit who have successfully completed their probationary period shall be eligible to donate and/or receive sick leave benefits, in hourly increments subject to the terms of this Article, to relieve hardship resulting from extended illness. The Employer may require employees who receive donated sick leave time to substantiate the illness is ongoing and also reserves the right to send such employee for a physical evaluation.

A bargaining unit member may voluntarily donate sick leave time to and for use by another bargaining unit member who has exhausted all of his accrued paid leave, up to three hundred (300) hours per year. Any donated time not needed by a recipient due to retirement, return to duty or other reasons, shall be returned to the donor. Donated time shall be converted to its cash equivalent and paid to the recipient at his regular hourly rate. Donated time does not qualify the recipient for additional vacation or sick leave accrual.

ARTICLE 27: LEAVES OF ABSENCE WITH PAY

Section 27.1

Funeral Leave - An employee shall be entitled to a maximum of three (3) paid funeral leave days for each death in the employee's family. For purposes of this policy, the family is defined as only: mother, father, sister, brother, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepbrother, stepsister, stepchild, or other person who stands in place of the employees parents. Funeral leave days are not deducted from the employees sick leave. An employee may use sick leave in addition to the paid funeral leave for the death of a family member where necessary to care for the needs of the family.

Section 27.2 Court Leave - The Employer shall grant full pay where an employee is summoned for any jury duty, or subpoenaed as a witness in a proceeding in which he has no personal interest and is outside the scope of his employment, by a court or other adjudicatory body as listed in this Article. All compensation for such duty must be reimbursed to the Employer unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty before the end of his scheduled workday shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation, and State Employment Relations Board hearings. The Employer is not required to pay employees when appearing in court for criminal or civil, or administrative proceedings, personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, or other personal interest, etc. The absences would be leave without pay, or vacation at the discretion of the employee

Section 27.3

Military Leave - All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties, and to their regular rate of pay and their military base rates of pay for such time as they are in the military service on field training or active duties for periods not to exceed a total of thirty-one (31) calendar days in one (1) calendar year. Employees are required to submit to the Employer

an order or statement from the appropriate military commander of evidence of such duty. There is no requirement that the service be in one continuous period. The maximum number of hours for which payment will be made in any one calendar year under this provision is one hundred seventy-six (176) hours. Employees who are members of those components listed in paragraph one above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized military leave for the year. The leave will cover the official period of the emergency and the time necessary to return to work.

Section 27.4

Personal Leave - Each employee shall be entitled to one (1) personal leave day with pay per calendar year. Personal leave days must be used within the year credited or it shall be dropped. Employees must request personal leave day use as far in advance as possible. The granting of the leave shall be subject to the operational needs of the employee's Department, but shall not be unreasonably denied.

Section 27.5

Occupational Injury Leave

A. An employee who suffers a service-connected injury or illness incurred in the course of and arising out of employment with the Employer shall be eligible for injury leave. Injury leave shall be available for up to 720 hours. After 720 hours the employee may utilize sick time or other approved leave of absence to supplement Workers' Compensation benefits. During the 720 hour absence the employee shall not be charged sick time.

B. When an employee applies for injury leave with pay, he must execute an agreement assigning to the Employer any such pay from Workers' Compensation during the period of the paid leave, and all necessary forms to process the appropriate claims with the Ohio Bureau of Workers' Compensation. After approval of the injury leave by the Employer, the Employer will issue a check to the employee each pay period equivalent to the employee's base wage for a pay period.

C. The Employer has the right to renew the employee's physical and mental status each thirty (30) days of absence in order to determine the employee's ability to return to work. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the Employer's physician, the issue shall be submitted to a third physician mutually selected by the Union and the Employer from a list submitted by the Academy of Medicine of Greater Cincinnati, whose decision regarding the ability of the employee to perform his regular duties, shall be final and binding on both parties. The services of the third physician shall be paid by the Union and the Employee.

D. The 720 hour injury leave is available for each distinct, separate injury or illness. Reoccurrence of the same injury/illness and/or follow-up medical treatment related to the original injury/illness shall be charged to the original 720 hour absence.

E. Employees on approved injury leave do not earn sick leave during the leave.

ARTICLE 28: LEAVES OF ABSENCE WITHOUT PAY

Section 28.1

Family and Medical Leave - Family and Medical leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks for the following reasons:

- A. To care for his/her own serious health condition;
- B. To care for his/her spouse, child or parent who has a serious health condition, or
- C. Because of the birth, adoption or foster placement of a child.

The employee's available paid leave (sick leave, vacation and personal day) may be used and would be included in the twelve (12) week total. The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days notice is not possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or foster placement agency, whichever is applicable. An employee who exhausts the Family Medical Leave may apply for disability leave pursuant to the provisions of this Agreement.

Section 28.2

Disability Leave - A physically or mentally incapacitated employee who has completed his probationary period may request a disability leave. A disability leave for a period not to exceed one (1) year may be granted when the disability continues beyond accumulated sick leave rights provided the employee furnishes satisfactory medical proof of such disability along with his written request; and is:

- A. Hospitalized or institutionalized;
- B. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
- C. Declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer and the employee selected from a list of three (3) licensed physicians prepared by the Academy of Medicine of Greater Cincinnati. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

When an employee is ready to return to work, he shall furnish a statement by a physician releasing the employee as able to return to work.

The Employer may require an employee to be examined by a licensed physician designated by the Employer at the Employer's expense. An employee found to be unable to physically or mentally perform the substantial duties of his position by such physician shall be placed on Disability Leave as described above.

Section 28.3

Personal/Professional Leave - The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may be renewed at the discretion of the Employer.

A. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.

B. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer thirty (30) days prior to commencement of the desired leave.

C. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to the next available similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave will be terminated upon reinstatement of the employee from leave. The terminated employee may be considered for other vacancies.

D. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be removed from his position.

Section 28.4

At the request of the Union, a leave of absence without pay for up to ninety (90) calendar days 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. No more than one (1) employee may be on Union Leave at any time. The leave may be extended at the discretion of the Employer.

ARTICLE 29: WELFARE TO WORK INITIATIVE

Section 29.1

Welfare to work participants shall not displace or replace bargaining unit employees.

When possible, the Employer will provide the union with twenty (20) days advance notice of the hire or placement of any Welfare to Work program participants with the Employer along with notice of the job title and job duties the participants will be expected to perform.

Section 29.2

In the event that the Union believes that the hire or placement of any Welfare to Work program participant by the Employer violates the collective bargaining agreement, the union may file a grievance at the last step of the grievance procedure and thereafter, if the issue is not resolved;

appeal the grievance to final and binding arbitration pursuant to the existing grievance and arbitration procedure contained in the collective bargaining agreement between the parties.

ARTICLE 30: NO STRIKE/NO LOCKOUT

Section 30.1

The Union agrees that there shall be no strikes, nor shall there be any slowdown or other interference with services, for any reason, for the duration of this Agreement.

Section 30.2

Management agrees that there shall be no lockout of Union employees for the duration of this Agreement.

ARTICLE 31: SEVERABILITY / SCOPE

Section 31.1

This Agreement supersedes and replaces all applicable state and local laws, which it has the authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 31.2

The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language on the same subject matter.

Section 31.3

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, either oral or written are hereby cancelled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 32: DURATION

Section 32.1

Unless otherwise specified herein, the provisions of this Agreement shall become effective September 1, 2014, and shall remain in effect through 11:59 p.m., August 31, 2017.

Section 32.2

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days before the expiration date, and not later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested.

**ARTICLE 33:
SIGNATURE**

In Witness, Whereof, the parties have hereunto signed by their authorized representatives this _____ day of December, 2013.

For Union Township:



Tim Donnellon
Chair, Board of Trustees

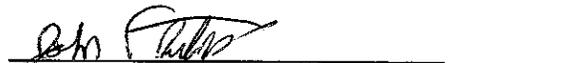
For Ohio Council 8, Local 2461 AFSCME:



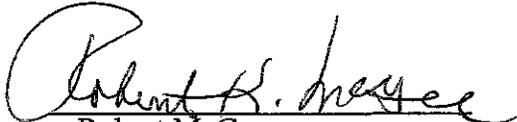
Pete McLinden, Regional Director
Ohio Council 8, AFSCME



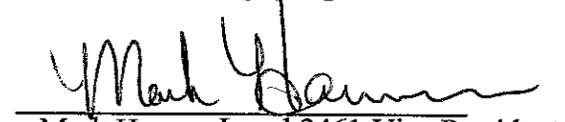
Matt Beamer
Trustee



John Kiskaden, Jr., Local 2461 President
Local 2461 Bargaining Committee



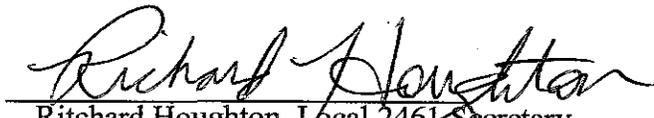
Robert McGee
Trustee



Mark Hamm, Local 2461 Vice President
Local 2461 Bargaining Committee

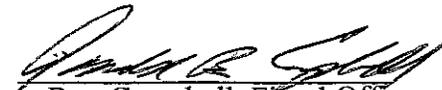


Ken Geis, Township Administrator
Treasurer



Ritchard Houghton, Local 2461 Secretary-
Local 2461 Bargaining Committee

Attest:



Ron Campbell, Fiscal Officer

APPENDIX A

<u>Classification</u>	<u>Pay Range Assignment</u>
Assistant to the Zoning Director	3
Inspector	3
Building/Grounds Employee	3
Maintenance Worker 1	3
Assistant Sexton	6
Maintenance Worker II	5
Police Vehicle Mechanic	5
Maintenance Worker III	6
Road Foreman	6
Vehicle Maintenance Foreman	6
Cemetery Sexton	7