01-07-16
0871-04
15-MED-09-0879
K33083

AGREEMENT

BETWEEN

BAINBRIDGE TOWNSHIP- SERVICE DEPARTMENT

(GEAUGA COUNTY)

AND

TEAMSTERS LOCAL 436

Effective January 1, 2016 through December 31, 2018

TABLE OF CONTENTS

		PAGE
ARTICLE 1	PURPOSE	1
ARTICLE 2	RECOGNITION	1
ARTICLE 3	MANAGEMENT RIGHTS	1
ARTICLE 4	NON-DISCRIMINATION	3
ARTICLE 5	HOURS OF WORK AND OVERTIME	3
ARTICLE 6	GRIEVANCE AND ARBITRATION PROCEDURE	4
ARTICLE 7	BULLETIN BOARD	7
ARTICLE 8	NO STRIKE/NO LOCKOUT	7
ARTICLE 9	SENIORITY	7
ARTICLE 10	LAYOFF AND RECALL	8
ARTICLE 11	LEAVES OF ABSENCE	9
ARTICLE 12	SICK LEAVE	10
ARTICLE 13	BEREAVEMENT LEAVE	11
ARTICLE 14	JURY DUTY	12
ARTICLE 15	GROUP BENEFIT PLANS	12
ARTICLE 16	UNIFORM ALLOWANCE	13
ARTICLE 17	HOLIDAYS	13
ARTICLE 18	VACATIONS	14
ARTICLE 19	WAGES	16
ARTICLE 20	DUES DEDUCTION	16
ARTICLE 21	LABOR MANAGEMENT MEETINGS	16
ARTICLE 22	UNION REPRESENTATION	17
ARTICLE 23	EMPLOYEE EDUCATIONAL ENHANCEMENT	17
ARTICLE 24	SAVINGS CLAUSE	17
ARTICLE 25	DURATION	18

AGREEMENT

This Agreement is made and entered into by and between Bainbridge Township (Geauga County), hereinafter referred to as "Township" or "Employer," and Teamsters Local 436 hereinafter referred to as "Union."

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to provide a fair and reasonable method by which employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to provide a harmonious relationship for the effective and efficient operation of the Township government, and to establish an orderly procedure for the resolution of differences between the Township and the members of the bargaining unit.

ARTICLE 2 - RECOGNITION

Section 1. For the duration of this Agreement, the Township recognizes the Union as the sole and exclusive collective bargaining representative for all full-time hourly Road Maintenance Workers, as certified in S.E.R.B. Case No. 09-REP-12-0149, and full-time hourly Service Department Workers. The following employees shall be excluded from the bargaining unit: all salaried employees, mechanics, supervisors, foreman, part-time employees, seasonal employees, office-administrative employees and managers.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. Except as specifically limited by explicit provisions of this Agreement, the Township reserves and retains, solely and exclusively, and without recourse to negotiations, all rights, powers, and authority, including the right to determine and fulfill the mission of the Service Department, to determine staffing policy, and in all other respects to plan, manage, evaluate, administer, govern, control, and direct its personnel and operations. The Township may, at its discretion, assign bargaining unit employees to perform any work functions or job duties that may be required within the Service Department. It is further recognized that the Township has the right to:

A. Determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the Township and of the Service Department, standards of service, overall budget, utilization of technology and organizational structure;

B. Establish, modify and enforce reasonable personnel policies and work rules, and regulations and standards for employee performance;

C. Determine the size, composition, structure, and adequacy of the workforce;

D. Establish and determine job qualifications and duties, and to establish, modify, consolidate, and abolish jobs or job classifications;

E. Hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, layoff, retain, discipline, suspend and discharge employees;

F. Allocate work among employees, divisions, or departments, and to determine work methods and responsibilities;

G. Assign work to lead persons, foremen, part-time and seasonal employees;

H. Reorganize, discontinue or enlarge any operations or services of the Service Department;

I. Reorganize, restructure or consolidate any operations or services of the Service Department with any other Townships departments or groups;

J. Determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;

K. Determine and introduce new and/or improved equipment, methods, and facilities;

L. Determine the financial policies of the Township and of the Service Department, including the exclusive right to allocate and expend all funds of the Township;

M. Determine and schedule overtime as required in the manner most advantageous to the requirement of efficient Service Department operations;

N. Train or retrain employees as appropriate, and to establish the education and training requirements for the Service Department;

O. Manage and determine the location, type and number of physical facilities, equipment, programs, and determine the work to be performed;

P. Determine the Service Department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;

Q. Implement drug and alcohol testing policies; and

R. Do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

Section 2. Notwithstanding §4117.08 of the Ohio Revised Code, the Township is not required to bargain with the Union with respect to its exercise of any of the rights set forth in this

Article or under Ohio Revised Code §4117.08 (C). The Union also specifically agrees that the Township is not required to bargain on subjects reserved to the management direction of the Township under this Article or Ohio Revised Code §4117.08 (C) even to the extent that such subjects may affect wages, hours, or terms and conditions of employment. Therefore, the Union agrees that, during the life of this Agreement, the Township shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either §4117.08 (C) of the Ohio Revised Code or pursuant to this Article.

Section 3. Nothing contained in this Article shall be construed as affecting the respective rights and authority of the Township and of the Service Director, as set forth in Sections 505.49 (B)(1) and (2) of the Ohio Revised Code.

Discipline and Discharge

Section 4. Employees may not be disciplined or discharged without just cause.

Subcontracting

Section 5. The Township may continue to contract out work based on business and operational needs, and also shall have the right to subcontract services where the Township's primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service. Notwithstanding the above the Township shall not contract out work exclusively performed by the bargaining unit for the purpose of reducing the workforce or reducing overtime without first negotiating with the Union over the effects of such contracting. In such event, the Township agrees to notify the Union prior to entering into such subcontracting. The Union accepts that there are statutory limitations upon the Township's ability to perform work in-house as opposed to submitting such work to the bid process.

ARTICLE 4 - NON-DISCRIMINATION

Section 1. The parties agree that neither the Township nor the Union shall discriminate against any individual on the basis of his membership or non-membership, or participation or non-participation in Union matters. Both parties further agree that equal opportunity will be provided to all bargaining unit employees regardless of race, color, creed, age, sex, national origin, or disability. The male pronoun or adjective, where used herein in this Agreement, refers to the female also, unless otherwise indicated.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

Section 1. The normal work schedule shall be forty (40) hours in each work week, normally scheduled 6:45 a.m. to 3:15 p.m., Monday through Friday. The Township reserves the right to determine the shifts and starting time of employees and the right to change the normal shift starting and ending times following two-weeks' notice and discussion with the Union, and, without notice, in cases of exigent circumstances such as severe weather.

Section 2. The provisions of this Article shall not be construed as a guarantee of any specified number of hours of work per day or per work week.

Overtime

Section 3. Employees shall be compensated at one and one-half (1 1/2) times the regular rate of pay for all hours actually worked in excess of eight (8) hours in a day or 40 hours in a work week.

Section 4. The Township retains the sole discretion to determine the need for overtime work and to schedule overtime. All assigned overtime must be worked. All overtime worked must be authorized by the Service Director or his designee in advance of the overtime being worked, except that where overtime is performed in an emergency without prior authorization, the overtime work shall be reported to the Service Director or his designee for confirmation that such an emergency existed and authorization of the overtime worked. The Township will make reasonable attempts to fairly distribute overtime opportunities among employees qualified to perform the work.

Section 5. There shall be no pyramiding of overtime or premium pay under the terms of this Agreement, and under no circumstances shall more than one basis of calculating overtime be used for the same hours.

Section 6. For purposes of computing overtime, paid vacation, paid sick leave, paid Holidays and other approved paid leave shall be considered time worked. Time spent attending required training or meetings shall be considered time worked for purposes of calculating overtime.

Call Out Pay

Section 7. When an employee is required to report to work as part of his job-related duties (non-training) during times that are outside his scheduled work time and that are not contiguous to his scheduled work time, he shall be guaranteed a minimum of two (2) hours pay at one and one-half (1 1/2) times his regular rate of pay. When an employee is required to report to work for training during times that are outside his scheduled work time and that are not contiguous to his scheduled work time, he shall be guaranteed a minimum of two (2) hours pay on a straight time basis.

Compensatory Time

Section 8. Each bargaining unit employee shall have the option of banking overtime, at the rate of 1.5 hours for each overtime hour worked. Each bargaining unit employee may accumulate a compensatory time bank of up to a maximum of 40 hours. Compensatory time off may be used in increments of no less than two (2) hours, and must be approved by the Service Director or his designee.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. It is mutually understood that the prompt presentation, adjustment and resolution of grievances is desirable in the interest of sound relations between employees, the Union and the Township. The procedures specified in this Article provide the exclusive system for a fair, expeditious, and orderly adjustment of grievances of bargaining unit employees. Both

parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as soon as feasible, and if possible, at the lowest step of this procedure.

Section 2. A grievance is any dispute or difference between the Township and the, Union or between the Township and an employee, which concerns the interpretation and/or application of and/or compliance with any provision of this Agreement. This grievance procedure shall not preclude discussions between employees and the Service Director or his designee regarding workplace issues.

Section 3. The following procedures shall apply to all grievances rising under this Agreement:

Step 1: A grievance must be presented in writing to the Service Director, or his designee, within seven (7) calendar days of the occurrence. The Service Director, or his designee, shall have seven (7) days following such presentation to submit a written response.

Step 2: If the grievance is not satisfactorily settled at Step 1, and the Union decides to process the grievance further, the Union must file, within thirty (30) days after the Township's Step 2 answer was issued, an appeal to the Township's Board of Trustees. Such appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the grievant believes the Step 2 answer is in error. The Board of Trustees or its designated representative shall answer the grievance in writing within 20 calendar days following receipt of that appeal.

Step 3: If the grievance is not resolved at Step 2, then the Union, upon written notice to the Board of Trustees not later thirty (30) working days after the Township answer in Step 3, may submit the grievance to arbitration, by filing with the Township a written notice of its intent to submit the grievance to arbitration. If the Township and the Union cannot agree upon an impartial arbitrator, the Union may request a panel of seven (7) arbitrators form the Federal Mediation and Conciliation Services ("FMCS") and the parties shall thereafter choose an arbitrator by alternate strikes. However, either party may reject one panel provided by FMCS and request a second panel. Order of striking shall be determined by a coin flip.

Arbitration

Section 4. The arbitrator shall not have the authority to add to, subtract from, amend or modify in any way the terms of this Agreement, or to establish new terms or conditions under this Agreement, or to make any award that is contrary to law. Under no circumstances shall the Arbitrator consider past practices prior to the execution of this Agreement to be binding on the

Township or the Union, although past practice may be relied on by the Arbitrator as evidence of the intent of either party.

Section 5. The parties shall split the arbitrator's fees. However, if the arbitrator feels that there is a prevailing party in arbitration, he may determine how his fee is paid. All expenses relating to calling of witnesses or the obtaining of depositions or any other similar expenses associated with such proceedings shall be borne by the party who requests such witnesses or depositions.

Section 6. Any dismissal of a grievance by the Arbitrator whether on the merits or on procedural grounds, shall bar any further arbitration of that particular grievance.

Section 7. The procedures set forth in this Article shall be the exclusive method of redressing grievances between the parties and the decision of the arbitrator shall be final and binding upon the Township, the Union and all employees. Any grievance resolved at Step 1 or Step 2 shall be deemed settled on a non-precedent setting basis with respect to grievances of a like nature. The parties also may mutually agree in writing that a particular settlement or resolution shall be on a non-precedent setting basis.

Section 8. A bargaining unit member requested to appear at the arbitration hearing by either party shall attend without the necessity of a subpoena.

Section 9. The parties shall have the right to require the arbitrator to render his decision within thirty (30) days of the submission of briefs by the parties, which time may be extended by mutual agreement of the parties.

Time Limitations

Section 10. To be considered valid, a grievance must be filed in writing within seven (7) calendar days of the occurrence of the alleged violation of the Agreement. A grievance which is not timely filed under this provision shall be void. Once a grievance is originally timely filed and the Township fails to answer it in a timely manner, then the grievance shall automatically proceed to the next step of the Grievance Procedure. Where a grievance is not appealed by the Union to the next higher step within the prescribed time limit, the grievance shall be barred from further proceedings. Once a grievance is originally timely filed, the parties may by mutual agreement extend the time limit in which to answer it or appeal it to the next step. The parties may mutually agree to escalate the grievance to any step in order to promote the expeditious resolution of any grievance.

Section 11. The Union shall have final authority, in its capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the processing of a grievance at any step of the grievance procedure.

Section 12. Any dispute which either directly or indirectly involves the interpretation or application of the plans covering medical benefits, disability benefits, retirement benefits, or death benefits, shall not be arbitrable. However, the provisions of the appeal processes under such benefit plans shall be available.

ARTICLE 7 - BULLETIN BOARD

The Township shall furnish adequate bulletin board space in the Road Maintenance Facility for use by the Union. Such bulletin board space shall be used only for posting notices of reasonable size bearing the written approval of the Union and shall be solely for Union business and recreational and social activities of the Union. There shall be no notices or other writings posted which contain anything political, religious, controversial, or critical of the Township or any other institution, or any employee or other persons. Upon the request of the Township or the Service Director, the Union shall immediately remove any material posted in violation of this Article.

ARTICLE 8 - NO STRIKE/NO LOCKOUT

Section 1. The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee, instigate or participate in, directly or indirectly, any strike, slowdown, job action, walk-out, concerted "sick" leave, work stoppage, sympathy strikes, picketing, or interference of any kind with any operations of the Township, including the operation of the Service Department.

Section 2. The Union shall, at all times, cooperate with the Township in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this Article. In the event that any violation of Section 1 of this Article occurs, the Union shall immediately notify all employees that the strike, job actions, concerted "sick" leave, slowdown, picketing, work stoppage, or other interference with any operations of the Township or of the Service Department is prohibited and is not in any way sanctioned, condoned or approved by the Union. Furthermore, the Union shall immediately advise all members to return to work at once.

Section 3. Any employee who violates this Article shall be subject to discipline, including possible discharge. The Township shall have the right to impose a different type of discipline for violations of this Article, based on the nature and extent of the respective employee's planning and participation in the work interruption at issue. Any employee disciplined for violation of this Article shall have access to the grievance and arbitration procedure set forth in Article 6.

Section 4. The Township shall not lock out any employees for the duration of this Agreement.

ARTICLE 9 - SENIORITY

Section 1. Seniority for a full-time employee shall mean the uninterrupted length of continuous service in a full-time position with the Bainbridge Township Service Department.

Section 2. All newly hired employees shall be considered to be on probation for a period of one (1) year from the date of hire. An employee may be terminated for any reason during the probationary period and such discharge shall not be subject to the grievance procedure, but the probationary employee may utilize the grievance procedure for grievances that are not related to discipline. The discharge or retention of a probationary employee shall be

at sole discretion of the Township. If any employee's seniority is broken or terminated and he is later rehired, he shall be considered to be a new employee and subject to the provisions of this Section. Successful completion of the probationary period does not necessarily mean continued employment unless the employee meets all the requirements of the job.

Section 3. An authorized leave of absence does not constitute a break in service, except as provided in Section 4(c). Seniority shall continue to accumulate during the term of the leave, provided that the employee complies with the provisions of this Agreement governing his leave of absence, and that the employee is reinstated following the leave.

Section 4. Seniority shall be terminated for the following reasons:

A. Voluntarily quit or resignation;

B. Discharge for cause;

C. Involuntary layoff or leave of absence exceeding eighteen (18) months;

D. Absent without notice for three (3) consecutive work days;

E. Failure to report to work when recalled from layoff within five (5) calendar days from the date on which the Township sends or delivers the employee a notice to report to work (to the last known address as shown on the Township's records).

F. Failure to report to work within five (5) working days following the termination of any excused leave of absence unless such time is extended in writing by the Township.

Section 5. If more than one (1) employee has the same date of hire, seniority shall be determined by a coin flip. If more than (1) part-time employee is promoted to full-time on the same date, the employee with the greater part-time service shall be the most senior employee.

Section 6. Bargaining unit members who are reinstated or re-employed from layoff within eighteen (18) months of the layoff date will retain all previously accumulated seniority, but will not be credited with seniority for the time spent on layoff.

Section 7. An employee transferred or promoted to a position outside the bargaining unit may be returned by the Township to the bargaining unit within on (1) year of the date of such transfer or promotion with full accrued seniority.

ARTICLE 10 - LAYOFF AND RECALL

Section 1. If the Township decides in its sole discretion to reduce the work force, layoffs and recalls from layoffs shall be based on equal consideration of seniority and qualifications, as determined by the Township.

Section 2. Whenever layoffs become necessary, part-time, temporary and probationary employees shall be laid off first.

Section 3. Recall shall be in the inverse order of layoffs.

Section 4. An employee who is laid off shall be eligible for recall from layoff for a period of twelve (12) months.

Section 5. Notice of recall shall be sent to the employee's last known address listed on the Township's records and shall be sent by certified mail or delivered. An employee who does not report to work within five (5) calendar days from the date the Township sends or delivers to the employee a recall notice shall be considered to have resigned his position.

Section 6. The Township shall give the Union and the affected employees fourteen (14) days advance notice of any layoff.

ARTICLE 11 - LEAVES OF ABSENCE

Unpaid Personal Leave

Section 1. The Township may, in its sole discretion, grant a leave of absence without pay to any employee for a maximum duration of six (6) months for legitimate personal reasons. Such leave shall be considered and decided on a case-by-case basis. Employees must advise the Township sixty (60) days prior to commencement of the desired leave, except in the case of an emergency which precludes such advance notice. Upon completion of such leave, the employee may be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. An employee may return to work before the scheduled expiration of the leave if requested by the employee and agreed to by the Township.

Unpaid Medical Leave (Non-FMLA)

Section 2. Unpaid leave of absence for medical reasons that do not qualify under the Family and Medical Leave Act of 1993 (FMLA) and continuation of unpaid medical leaves following exhaustion of paid disability or unpaid FMLA Leave will be granted under the terms and conditions set forth herein. The Township reserves the right to require the employee, or any person acting on the employee's behalf, to furnish competent medical evidence from a doctor chosen by the Township substantiating the need for a requested medical leave of absence or a continuation thereof, and the right to require the employee to submit to an examination by a third physician in the event of a conflict of opinion between the employee's and the Township's physician. The employee also must obtain a release from his physician before returning to work.

FMLA Leave

Section 3. The Township and Union shall fully comply with all of the obligations imposed by and may fully exercise all of the respective rights conferred upon each under the FMLA. Unpaid FMLA Leave shall run concurrently with paid disability, Sick Leave and Workers' Compensation leave, to the extent permitted under Federal and State law. Group health insurance will be continued during the period of qualifying FMLA Leave consistent with Federal

and State law. An employee must exhaust all accrued leave time, however designated (vacation, Sick Leave, paid disability), before taking FMLA Leave for the employee's own serious health condition, or to care for a family member with a serious health condition. For other types of FMLA leave, an employee must exhaust all accrued leave time, except for accrued Sick Leave.

Section 4. An employee on an authorized leave shall continue to accrue seniority during the leave only for the applicable period of time set forth in Article 9, Section 4, and shall accrue PERS service credits consistent with applicable law.

Section 5. If an employee on an authorized leave takes employment elsewhere during the term of such leave (Including self-employment or operating a family business), without the written consent of the Township, the employee shall automatically terminate all seniority rights with the Township and shall be terminated immediately upon the commencement of said employment.

Section 6. Failure to return to work at the expiration of an authorized leave constitutes grounds for termination.

Section 7. Falsification of the reasons for a requested leave, or the reasons for any continuation thereof, constitutes grounds for termination.

Military Leave

Section 8. Military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services or Ohio organized militia in accordance with applicable Federal and State law. Employees may use any available paid time off during a military leave.

ARTICLE 12 - SICK LEAVE

Section 1. Each bargaining unit employee on the Service Department's active roster shall earn .0575 hours of Sick Leave for each hour in active pay status to a maximum accumulation of 120 hours per calendar year. Employees may accumulate and carryover all Sick Leave earned with no limits.

Section 2. Sick Leave under this policy may be requested for the following reasons:

A. Illness or injury of the employee or his spouse or children.

B. Medical, dental or optical examinations or treatment of the employee or his spouse or children, if such examinations or treatments cannot be scheduled outside of normal work hours.

C. Pregnancy, child birth and/or related medical conditions.

Section 3. If an employee is absent for three (3) consecutive days, he will be required to present a physician's certificate as a condition of receiving Sick Leave pay. The Township

maintains the authority to investigate the circumstances and legitimacy of any employee's absence.

Section 4. Employees shall be required to exhaust all paid Sick Leave before using unpaid FMLA leave. The Township reserves the right to designate any leave as FMLA leave, in accordance with applicable law.

Payment

Section 5. The payment for each Sick Leave day taken shall be based upon the employee's hourly rate times the number of hours in his normal work day for the week. If an employee is paid for Sick Leave that is subsequently denied, the amount overpaid shall be deducted from the employee's next paycheck.

Section 6. Upon an employee's death, or an employee's retirement after 10 years of continuous employment with the Township, and who has qualified for retirement benefits from a State of Ohio Public Employee Retirement System, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by the total number of accumulated but unused sick hours, not to exceed two hundred forty (240) hours. Such payment shall be made only once and shall eliminate all Sick Leave credit accrued by the employee.

Section 7. Sick Leave shall be charged in minimum increments of four (4) hours.

Section 8. An employee who requests Sick Leave must contact his immediate supervisor each day of his absence as soon as practicable, but not less than two (2) hours before his scheduled starting time. Failure to do so may result in denial of Sick Leave for the period of absence. The employee will submit to any medical examination, nursing visit or other inquiry which the Township or its designee deems necessary.

Section 9. Vacation Leave may be used for Sick Leave purposes at the employee's request and the approval of the Township or its designee, after Sick Leave is exhausted.

Section 10. An employee who fraudulently obtains or utilizes Sick Leave, or who alters a physician's certificate or falsifies Sick Leave records, shall be subject to disciplinary action, up to including discharge.

Section 11. Paid Sick Leave will not be counted for purposes of calculating overtime.

ARTICLE 13 - BEREAVEMENT LEAVE

Section 1. When a death occurs in the immediate family of an employee, the employee may be granted Bereavement Leave, on request, for up to four (4) working days with pay (or for such fewer days as the employee may be absent from work) immediately following a death. For purposes of this Section, immediate family shall include the employee's husband, wife, father, mother, brother, sister, step-brother, step-sister, son, daughter, mother-in-law, father-in-law, or step child or other blood relative for whom an employee may have custodial responsibility.

Section 2. When a death occurs in the extended family of an employee, the employee may be granted Bereavement Leave, on request, for two (2) days. For purposes of this section, extended family shall include the employee's grandfather, grandmother, aunt or uncle.

Section 3. Arrangements for funeral leave are to be made with the employee's immediate supervisor. Bereavement Leave pay shall be calculated in the same manner as Sick Leave pay.

ARTICLE 14 - JURY DUTY

Section 1. If an employee is called for jury duty during any portion of his regular scheduled work day, he may choose to be compensated in one of the manners set forth below:

(a) The employee may choose to receive his regular hourly wage in full for such time from the Township (to maximum of eight (8) hours per day). In such a case, all monies received as compensation for jury duty shall be turned over to the Township Clerk in full.

(b) The employee may choose to retain all the monies received as compensation for jury duty. The Township will pay the difference between the jury duty compensation and the employee's regular wage (based on eight (8) hours per day).

Section 2. The employee will be expected to report for work following jury duty, if a reasonable amount of time remains during his scheduled work day.

Section 3. If an employee is called for jury duty outside of his regular scheduled working hours, all monies received as compensation for such jury duty shall be retained by the employee.

ARTICLE 15 - GROUP BENEFIT PLANS

Section 1. During the term of the Agreement, the Township shall maintain benefit plans which provide the following group insurance benefits: major medical/hospitalization; dental; life insurance; and short term disability. (The major medical/hospitalization benefits may be provided through an optional HMO or PPO.) Employees covered by this Agreement shall be covered under the same group insurance plans that the Township makes available to the Township's non-represented employees, including benefit levels, coinsurance, deductibles, out-out-pocket maximums and/or employee premium contributions. Any changes or modifications in any of those benefit plans for any plan year will be considered part of this Agreement, including changing the providers of these groups insurance plans and any changes in benefit levels, deductibles, coinsurance, out-of-pocket maximums and/or employee premium contributions. The Township will notify the Union in advance of making any such changes in the providers or to the benefit plans. Employees covered by this Agreement shall be eligible to participate in the Section 125 Premium Only Payment Plan authorized by the Township Trustees, which allows employee contributions towards premiums to be on a pre-tax basis.

Section 2. During the 2016 and 2017 plan years, each full-time employee shall continue to contribute to the premium costs for major medical/hospitalization benefits on a monthly basis, in accordance with the following cost-sharing formula:

90% of monthly premium costs paid by the Township
10% of monthly premium costs paid by the Employee

If the Township determines that it may incur the Excise Tax on High-cost Coverage (i.e., "Cadillac Tax") pursuant to the Patient Protection and Affordable Care Act (PPACA) for plan year 2018, the parties will meet to negotiate over healthcare only, including changes in the healthcare plan(s) necessary to avoid paying the Cadillac Tax and/or changes in the monthly premium cost-sharing formula, but the provisions of the No Strike clause will remain in effect during the life of the CBA, including the healthcare reopener negotiations.

Section 3. The Township will provide Short-Term Disability Benefits for each full-time employee under a group accident and sickness insurance policy. Short-term Disability Benefits will begin after an employee is off work for two (2) weeks due to non-work related injury or illness, provided that he satisfies all of the eligibility requirements set forth in the insurance policy. Eligible employees shall receive weekly disability benefits equal to 60% of the employee's gross weekly income, for a maximum period of 52 weeks.

Section 4. For plan year 2016, the Township shall continue to utilize an ad hoc health care committee consisting of representative of the Township and of representatives of the Township's bargained for and non-bargained for employees, which shall review the group health care benefit plans made available to Township employees. Then committee may recommend to the Township any benefit changes designed to contain health care benefit costs, but the Township retains full discretion and authority to determine the benefit plans available to Township employees.

ARTICLE 16 - UNIFORM ALLOWANCE

The Township shall provide uniforms to employees of the Service Department:

a. Boot Allowance: $150.00 each year, upon submission of receipts

b. Winter clothing: The Township will supply winter clothing and will replace on the basis of "reasonable wear and tear"

ARTICLE 17 - HOLIDAYS

Section 1. Each full-time employee shall be entitled to the following Holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving Day
	Christmas Day

If the Holiday falls on a Sunday, it will be observed on the following Monday. If the Holiday falls on Saturday, it will be observed on the preceding Friday.

Section 2. In addition to the designated Holidays, each full-time employee shall be entitled to three (3) Personal Holidays per calendar year. The distribution of these Personal Holidays for newly hired employees shall be as follows:

Employee hired in 1st Quarter	3 Personal Holidays in calendar year of hire
Employee hired in 2nd Quarter	2 Personal Holidays in calendar year of hire
Employee hired in 3rd Quarter	1 Personal Holidays in calendar year of hire
Employee hired in 4th Quarter	0 Personal Holidays in calendar year of hire

Personal holidays must be scheduled with the approval of the Service Director or his designee, and may be taken in minimal increments of four (4) hours.

Section 3. Each full-time employee shall receive eight (8) hours of pay at the employee's base hourly rate at the time of the Holiday for each Holiday. An employee who works on a Holiday shall be paid time and one-half (1.5) for hours worked on the Holiday, in addition to Holiday pay.

Section 4. If a Holiday occurs while and employee is on vacation, such vacation day will not be charged against his vacation leave.

Section 5. Holiday time may not be taken in advance of the Holiday date.

ARTICLE 18 - VACATIONS

Section 1. Each full-time employee will earn vacation time off in accordance with the following schedule:

After one (1) year of continuous service	10 days
After five (5) year of continuous service	15 days
After twelve (12) year of continuous service	20 days
After twenty (20) year of continuous service	25 days
After thirty (30) year of continuous service	30 days

No employee will be entitled to vacation leave under any circumstance until he has completed one (1) year of employment with the Township. Continuous service shall be defined as uninterrupted full-time employment (minimum 30 hours per week average on a yearly basis), provided that Sick leave or other leave of absence authorized by the Township shall not be considered an interruption of employment. Vacation leave is earned while on vacation or Sick Leave, but additional vacation leave is not accrued through accumulation of paid overtime.

Section 2. The Township, upon receipt of certified documentation may, at its discretion, grant service credit for full-time service with the State of Ohio or any of its political subdivisions for vacation purposes.

Section 3. Employees moving from part-time to full-time status shall receive credit for pervious, continuous part-time service with the Township, thereby receiving one (1) year's service credit for each year of continuous, scheduled, part-time service.

Section 4. Vacation pay shall be computed at the employee's straight-time hourly rate times forty (40) hours when a full week of vacation is taken, or eight (8) straight-time hours when a single day is taken. Vacation leave will be granted in minimum units of eight (8) hours, although lesser amounts may be granted with the approval of the Service Director.

Section 5. Holidays or jury duty service days that fall in a vacation period shall not be counted as vacation time. Time off for such days may be taken in accordance with the vacation scheduling policy.

Section 6. Vacations will be scheduled in accordance with the work load requirements of the Department and must be approved by the Service Director or his designee. In the event of conflicting requests for the same week of vacation, approval shall be based on seniority. However, once the Service Director or his designee has approved a vacation request, a more senior employee may not use their seniority to bump the approved vacation.

Section 7. Vacation days must be taken in the year actually earned. Uninterrupted vacation that begins in December will be construed as having been taken in December even if it continues into January. However, recognizing that under unusual circumstances an employee may not be able to use all vacation days in the year earned, an employee may carryover into the following year up to forty (40) hours of vacation leave. Such carried over vacation leave must be used by December 31 of that year or be lost. An eligible employees also may "cash out" up to five (5) accrued, unused vacation days per calendar year. Such request must be made to the Township Clerk by December 1 of each calendar year. Any additional compensation shall be reflected in the final payroll check for that year.

Section 8. Vacation periods may not exceed fourteen (14) consecutive calendar days at one time unless otherwise approve by the Service Director.

Section 9. An employee with one (1) or more years of service, who resigns, retires, or dies, is entitled to compensation at the employee's current rate of pay, for any earned but unused vacation leave to the employee's credit at the time of separation. Such payment shall be made within thirty (30) calendar days after separation and shall not exceed two (2) years vacation accumulation.

Section 10. Pay for vacation time taken shall be distributed on normal dates as though the employee had been working. Vacation pay will not be issued in advance. Each employee shall be responsible for making arrangements for receipt of vacation pay.

ARTICLE 19 - WAGES

Section 1. There will be a wage increase for all Bargaining Unit members as follows:

Effective 1-1-16:	2.5% General Wage Increase for all current employees
Effective 1-1-17:	2% General Wage Increase for all current employees
Effective 1-1-18:	2% General Wage Increase for all current employees

Section 2. New full-time Service workers hired after January 1, 2013 shall have a starting rate of pay at $20.00 per hour.

Section 3. Each bargaining unit employee who maintains a required CDL license shall receive an annual stipend of $250.00 (net), payable the first full paycheck after January 1 of each year. The Township has the right to verify that the employee has maintained the required CDL license.

Section 4. Effective January 1, 2016, the Township will implement a "pay equalization" schedule for the purpose of moving all bargaining unit employees to the "top rate" of the wage schedule over a 10 year period (from 1-1-16 to 1-1-25). The Appendix attached to the Memorandum of Agreement signed between the Township and Union dated December 17, 2015, reflects representative samples only of the catch-up steps and adjusted top rate and does not reflect actual wage increases to be paid after 2018.

ARTICLE 20 - DUES DEDUCTION

Section 1. Each employee who is a member of the Union on the effective date of this Agreement, or who later becomes a member of the Union, shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members or a fair share fee in accordance with the provisions of Ohio Revised Code §4117.09 (C), for the period from such effective date of this Agreement until the termination of this Agreement.

Section 2. The Township agrees to deduct Union dues and fees from any member of the bargaining unit who provides written authorization for a payroll dues and fees deduction. All dues and fees so deducted shall be remitted on a monthly basis to the Union at such address at set from time to time by the Union. The Township will provide an accounting of the dues and fees deducted showing the amounts deducted from the pay of each employee. The Township's obligation to make deductions under this section shall terminate automatically upon termination of employment or upon transfer to a job classification outside the bargaining unit.

Section 3. The Union agrees that it will indemnify and hold the Township harmless from any and all liabilities, claims, responsibility, damages, or suits which may arise out of any action taken or not taken by the Township in accordance with the terms of this Article or in reliance upon the authorization mentioned herein.

ARTICLE 21 - LABOR MANAGEMENT MEETINGS

In the interest of Management/Labor relations, the Union and the Township may request a Labor Management meeting in order to discuss issues of safety or concerns of either party.

When requested, such meetings shall be convened as soon as possible, but will be held no more than once per calendar quarter.

ARTICLE 22 - UNION REPRESENTATION

Section 1. The Township recognized the Union's right to designate a total of one (1) shop steward, and one (1) alternate steward. The Union shall notify the Township in writing of the employees designated as stewards.

Section 2. The Shop Steward shall have authority to investigate and present grievances to the designated Township representatives in accordance with the provisions of this Agreement.

Section 3. Grievance meetings normally shall be scheduled outside normal working hours. The Shop Steward and employees shall not be paid for any time spent in grievance meetings with the Township that occurs outside their normal working hours. The Shop Steward shall be paid for time in grievance meetings with the Township and other joint meetings only if the Township agrees to schedule such meetings during the Steward's regular working hours.

Section 4. The Shop Steward shall investigate grievances and conduct other Union business during non-work hours. However, in emergency circumstances, the Service Director or his designee may grant the Shop Steward a reasonable opportunity to investigate grievances during working hours without a loss in pay.

Section 5. A representative of the Union shall be allowed reasonable access to enter the Road Maintenance Facility for the purpose of investigating grievances, provided the Service Director has been notified in advance and approved such access. Access will not be unreasonably denied. The Union representative will take no action that will disrupt the Township's business.

ARTICLE 23 - EMPLOYEE EDUCATIONAL ENHANCEMENT

Each employee who participates in the Township's "Employee Educational Enhancement" program, and who voluntarily resigns his employment with the Township within five (5) years after receipt of an educational reimbursement under the policy, will be required to repay to the Township the amount of that reimbursement.

ARTICLE 24 - SAVINGS CLAUSE

Section 1. Should any provision of this Agreement be invalidated by operation of law or be declared invalid by any tribunal or court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.

Section 2. Should any provision or provisions of this Agreement be invalidated as outlined above, upon written request by either party, the parties shall meet within thirty (30) days to discuss the impact of such invalidation and to consider modification of the invalidated provision or provisions.

ARTICLE 25 - DURATION

This Agreement shall remain in full force and effect from January 1, 2016 until December 31, 2018, and thereafter from year-to-year, unless notice of an intent to terminate or modify this Agreement is served by one party upon the other as provided in Section 4117.14 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 7 day of JULY, 2016.

TEAMSTERS LOCAL 436

By: _____

By: _____

By: _____

BAINBRIDGE TOWNSHIP BOARD OF TRUSTEES

By: _____

By: _____

By: _____

Firmwide:137855757.1 056354.1027