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AGREEMENT

between

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

an affiliate of the
International Brotherhood of Teamsters

and

THE MIAMI TOWNSHIP BOARD OF TRUSTEES CLERMONT COUNTY, OHIO

01/1/2016 – 12/31/2018

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ARTICLE 1. AGREEMENT / PURPOSE.

This Agreement, entered into by the **Miami Township Board of Trustees**, Clermont County, Ohio, hereinafter referred to as the "Employer", and the Truck Drivers, Chauffeurs and Helpers, Public Employees, Construction Division, Airlines – Greater Cincinnati/Northern Kentucky Airport and Miscellaneous Jurisdiction, Greater Cincinnati, Ohio Local Union 100, hereinafter referred to as the "Union", has as its purpose the following:

> To comply with the requirements of Chapter 4117 of the Ohio Revised Code (ORC); and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2. UNION RECOGNITION.

Section 2.1 The Employer recognizes the Union as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those employees employed by the Employer who have completed their initial probationary period in a classification listed as appropriate to the bargaining unit, as certified by the Ohio State Employment Relations Board (SERB) in case numbers 85-RC-04-3400 and 85-RC-03-3239, respectively, dated August 22, 1985, and filed and served upon each party on August 26, 1985 including:

> All full-time service employees including: Maintenance Worker I, II, III, IV, V, Mechanic I, II; as their terms are defined by the formal job descriptions on file with the Township Administrator and incorporated by reference herein.

Excluded:

> All management-level, professional, confidential, supervisory, seasonal and casual employees, including: Superintendent of Cemetery and part-time Maintenance Workers.

Section 2.2 The Employer will not recognize any other organization as the representative for any employee within the bargaining unit referenced above.

ARTICLE 3. DUES DEDUCTION AND UNION SECURITY.

Section 3.1 The Employer agrees to deduct periodic Union membership dues, re-initiation fees, and assessments (hereinafter referred to as "check-off deductions") in accordance with this article for each employee eligible for the bargaining unit upon the successful completion of each individual's initial probationary period.

Section 3.2 The Employer agrees to make check-off deductions once each pay period, not to exceed two (2) pay periods per month, from the pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or his designated representative. Upon receipt of the proper authorization, the Employer will make check-off deductions from the payroll check for the next pay period in which check-off deductions are normally made following the pay period in which the authorization was received by the Employer.

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

Section 3.3 The Employer shall not be obligated to make check-off deductions for any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the check-off deductions.

Section 3.4 Except as otherwise provided herein, each eligible employee's written authorization for check-off deductions shall be honored by the Employer for the duration of this Agreement; provided, however, that the Employer shall be relieved from making an employee's check-off deductions upon the employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) written revocation of the check-off authorization; or (6) resignation by the employee from the Union.

Section 3.5 Any employee who is a member of the Union as of the effective date of this Agreement, and who thereafter resigns from the Union during the term of this Agreement, shall pay to the Union, through payroll deduction, a contract service fee. This provision shall not require any employee to become or remain a member of the Union, nor shall the contract service fee equal or exceed the check-off deductions paid by members of the Union in the same bargaining unit.

The Union is responsible for notifying the Employer of the proportionate amount of its total check-off deductions spent during the preceding year on activities that cannot be lawfully charged to contract service fees of non-members. The amount of the contract service fee required to be paid by each non-member employee in the bargaining unit during each succeeding contract year shall be the amount of

the regular Union check-off deduction paid by an employee in the bargaining unit who is a member of the Union less the proportionate amount of the Union's check-off deductions spent on activities not lawfully chargeable to such contract service fees during the prior year.

If an employee challenges the propriety of the Union's use of such contract service fee, deductions for it shall continue, but the funds shall be placed in an interest bearing escrow account until a resolution of the challenge is reached pursuant to the provisions of ORC 4117.09(C), or in a court of competent jurisdiction.

Section 3.6 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of check-off deductions or contract service fee deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an 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 such deductions would normally be made by deducting the proper amount.

Section 3.7 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding check-off deductions and contract service fee deductions. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from check-off deductions and contract service fee deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4. UNION REPRESENTATION.

Section 4.1 Representative(s) of the Union shall be admitted to the Employer's facilities for the purpose of processing grievances or attending scheduled meetings as permitted herein. Upon arrival, the Union representative shall identify himself to the Employer or the Employer's designated representative.

Section 4.2 The Employer shall recognize two (2) employees, one (1) to act as Union steward and one (1) to act as designated alternate, for the purpose of processing grievances in accordance with the grievance procedure. The steward or the alternate shall be recognized as a representative, as provided herein.

Section 4.3 The Union shall provide to the Employer an official roster of its officers and Local Union stewards which is to be kept current at all times and shall include the following:

(a) Name

(b) Address

(c) Home telephone number

(d) Immediate supervisor

(e) Union office held

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

Section 4.4 The investigation and writing of grievances shall normally be performed on non-work time (defined as off duty hours, breaks and meal periods) unless otherwise authorized by the Department Head. An employee or employee representative involved in grievance presentations, pre-disciplinary hearings or other authorized representational activities shall not, if such activities are scheduled on an employee's work time, suffer any loss of pay for time spent in such activities.

Section 4.5 Rules governing the activity of Union representatives are as follows:

(a) The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.

(b) The Union shall not conduct Union activities in any work areas without first notifying the supervisor in charge of that area of the nature of the Union activity.

(c) The Union employee official (President, Secretary-Treasurer of the Local, or steward) shall cease activities immediately upon the request of the Department Head, the supervisor of the area where the Union activity is being conducted, or the employee's immediate supervisor.

(d) A Union employee official abusing the rules of this section is subject to disciplinary action.

(e) Reasonable use of the Township Road Department Office/Garage Building is offered to the Union subject to the prior approval of the Employer and the availability of the facility. Such meetings shall only be held to discuss the business of this bargaining unit as it pertains to the Employer.

ARTICLE 5. MANAGEMENT RIGHTS.

Section 5.1 The Employer possesses the sole right to operate its service department and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as expressly limited by the terms and conditions set forth in this Agreement:

(a) To determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as functions and programs of the Township, standards of services, its overall budget, utilization of technology, and organizational structure;

(b) To direct, supervise, evaluate, or hire employees;

(c) To maintain and improve the efficiency and effectiveness of operations and programs;

(d) To determine the overall methods, process, means or personnel by which operations are to be conducted;

(e) To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

(f) To determine the adequacy of the work force;

(g) To determine the mission of the Department as a unit of Township government;

(h) To effectively manage the work force;

(i) To take actions to carry out the mission of the Township as a governmental unit.

Section 5.2 The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the right, responsibilities and functions of the Employer.

ARTICLE 6. NON-DISCRIMINATION.

Section 6.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, race, color, religion, handicap or national origin.

Section 6.2 The Employer agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no disparate treatment, interference, restraint or coercion by the Employer or any representative of the Employer against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

Section 6.3 The Union agrees not to interfere with the right of any employee to refrain from becoming a member of the Union, and there shall be no disparate treatment, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 6.4 All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include both male and female employees.

ARTICLE 7. LABOR/MANAGEMENT MEETINGS.

Section 7.1 In the interest of sound labor/management relations, labor and management shall meet as needed on a mutually agreeable day and time, the Employer and/or his designee(s) shall meet with not more than two (2) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 7.2 Agendas will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting listing the matters to be taken up in the meeting (or stating that the party has no specific items it plans to present for discussion), and the names of those representatives of each party who will be attending. The purpose of such meeting shall be to:

(a) Discuss the administration of this Agreement.

(b) Notify the Union of changes made by the Employer which affect bargaining unit members of the Union.

(c) Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.

(d) Disseminate general information of interest to the parties.

(e) Discuss ways to increase productivity and improve efficiency.

(f) To consider and discuss health and safety matters relating to employees.

Section 7.3 It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 8. GRIEVANCE PROCEDURE.

Section 8.1 The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement nor in those matters not covered by this Agreement.

Section 8.2 If specific administrative relief of a judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio or the United States for review or redress of specific matters (such as worker's compensation, unemployment compensation, equal employment opportunity, civil rights, etc.) such matters may not be the subject of a grievance or be processed as such.

Section 8.3 All grievances must be presented at the proper step and time in progression in order to be considered at subsequent steps. Any grievance which originates from a level above the first step of the grievance procedure may be submitted directly to the step from which it originates.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances set forth herein may be extended only upon mutual consent of the parties.

A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desires to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 8.4 The Union shall use a written grievance form which shall provide the following information:

(a) Aggrieved employee's name and signature;

(b) Date, time and location of grievance;

(c) Description of incident giving rise to the grievance;

(d) Articles and sections of the agreement violated;

(e) Date grievance was first discussed;

(f) Name of supervisor with whom grievance was first discussed;

(g) Date grievance was filed in writing; and

(h) Desired remedy to resolve grievance.

The Union shall have the responsibility for duplication and distribution of, and its own accounting for, the grievance forms.

Section 8.5 It is the desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1. In order for an alleged grievance to receive consideration under this procedure, the employee must identify the alleged grievance to the employee's immediate supervisor within seven (7) calendar days of the occurrence that gave rise to the grievance. The supervisor shall investigate and provide an appropriate answer within seven (7) calendar days following the date on which the supervisor was presented the grievance.

Step 2. If the grievance is not resolved in Step 1 and the employee wishes to proceed to Step 2, the employee, with the appropriate Union steward, if the employee so desires, shall reduce the grievance to writing and shall, within seven (7) calendar days from receipt of the Step 1 answer, present the grievance to the Department Head. The Department Head shall investigate and respond in writing to the employee within seven (7) calendar days following the presentation of the grievance to Step 2.

Step 3. If the grievance is not resolved in Step 2, the employee, with the appropriate Union steward, if the employee so desires, may present the written grievance to the Employer within seven (7) calendar days from receipt of the Step 2 answer. The Employer shall investigate and respond to the grievant within fourteen (14) calendar days following the presentation of the grievance to Step 3.

Step 4. Arbitration. If the grievance is not satisfactorily resolved at Step 3, it 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 ten (10) calendar days from the date of final answer on such grievance under Step 3 in the grievance procedure, the Union shall notify the Employer of its intent to seek arbitration over an unadjusted grievance. The representatives of the parties (the Union and the Employer) shall schedule a meeting to be held within thirty (30) calendar days after notification of a request to arbitrate to begin the selection procedures outlined below. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration. Any grievance not submitted within ten (10) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or its representative(s).

(a) After receipt of a request to arbitrate, a representative of each of the parties (the Union and the Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators. The parties shall then choose an arbitrator by alternately striking names from the list, with the party who requested the arbitration striking first, until such time as one name remains as the arbitrator chosen by the parties. Prior to beginning the striking procedure, either party may once reject a list and submit a request for another list from the FMCS. The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of specific articles in this Agreement. He may not modify or amend the Agreement.

(b) The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction.

The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable; the alleged grievance will be heard on its merits before the same arbitrator.

(c) The decisions of the arbitrator shall be final and binding upon both parties and all bargaining unit members. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as a part of this Agreement. In cases of discharge, suspension or reduction, the arbitrator shall have the authority to award modification of said discipline.

(d) The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, if any, or hearing room, shall be borne equally by the Employer and the Union. The expenses of any non-employee witness, if any, shall be borne by the party calling them. The fees of the court report shall be paid by the party asking for one; provided, however, that 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 date of the hearing.

Section 8.6 When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union representative will be notified of his right to be present at the adjustment.

ARTICLE 9. DISCIPLINE.

Section 9.1 The tenure of all bargaining unit employees shall be during good behavior and efficient service. No employee shall be disciplined except for those grounds set forth in Section 2 of this article.

Section 9.2 An employee may be disciplined for the following infractions: incompetence; inefficiency; dishonesty; drunkenness; immoral conduct; insubordination; discourteous treatment of the public; neglect of duty, absence without leave; and any other failure of good behavior or any other acts of misfeasance, malfeasance, or nonfeasance which adversely affect the image of the Township or ability of the Township to provide services to the public. Said discipline may occur whenever said infraction occurs during duty hours. During non-duty hours, discipline may only take place for those infractions which directly reflect on the Employer or which violate federal, state, or local statutory provisions or ordinances.

Section 9.3 In initiating discipline the Employer agrees to the following forms of discipline:

(a) Verbal warning;

(b) Written reprimand;

(c) Suspension without pay, for up to 30 days;

(d) Reduction in classification;

(e) Discharge

Except in cases of gross misconduct, Employer agrees to use progressive discipline.

As described above, a written notice shall be given to the employee, steward and local union representative within ten (10) days of knowledge of said complaint and shall not remain in effect for a period of more than twelve (12) months from the date of said discipline.

Section 9.4 In cases of gross misconduct, the Employer may initiate any form of discipline regardless of whether the Employee has previously been disciplined. Gross misconduct is defined for purposes of this article as any infraction which endangers the health and safety of any Township officer or Employee or citizen; any action which subjects the Township to civil or criminal liability of any form; repeated absences without leave; and any other conduct of the Employee which the Employer feels could prevent the Employer from providing services to the Township.

Section 9.5 Except for infractions involving suspension, reduction or discharge said discipline shall be at the sole discretion of the Department Head. Before initiating discipline, the Department Head shall attempt to resolve the infraction by discussing the infraction with the Employee. However, except in cases of discharge, this shall not prevent the Employer from initiating discipline without prior notice where the Employer feels that immediate discipline is warranted.

Section 9.6 In cases where the Department Head determines that discharge may be the appropriate remedy, the Department Head shall notify the employee of the charges supporting his/her discharge in writing. Within forty-eight (48) hours of receipt of this notification, employee must notify Employer in writing whether employee intends to contest the discharge. If no written notice is received from employee within forty-eight (48) hours, then the Department Head will notify the Township Administrator that discharge of the employee is warranted and the Township Administrator will effectuate the employee's discharge. If employee chooses to contest the discharge, a pre-disciplinary conference will be scheduled between the employee, the Department Head and the Township Administrator within seventy-two (72) hours of the notice from the employee is received. At the pre-disciplinary conference, the Township Administrator shall act as a neutral hearing officer. The Township Administrator shall take evidence from both the Department Head and employee as to the nature of the infraction and the reasons why discharge is warranted. The employee may appear at this pre-disciplinary conference with or without a representative and may, without penalty, either participate or not participate in the presentation of evidence.

The employee may waive a pre-disciplinary conference by filing a written waiver with the Administrator along with his/her notice to contest his/her discharge.

At the pre-disciplinary conference, the employee shall have the right to call witnesses on his/her behalf or present any other evidence he/she feels is warranted in his/her defense. In addition, employee may cross-examine witnesses including the Department Head.

Within twenty-four (24) hours of the conclusion of the pre-disciplinary conference, the Township Administrator will issue a written opinion recommending either discharge or some other form of discipline.

Section 9.7 All disciplinary actions may be appealed through the grievance procedure.

ARTICLE 10. PERSONNEL FILES.

Section 10.1 Employer shall maintain a personnel file folder for each employee. Said folder shall contain the following documents:

(a) Application.

(b) Letter of appointment.

(c) Resolution regarding promotions and pay raises.

(d) Discipline records.

(e) Copies of payroll records. Original payroll records are on file with the Clerk.

(f) Letter(s) of commendation.

(g) Reviews.

(h) Health records.

(i) Copies of any other records required to be kept by the Internal Revenue Service, State of Ohio or Immigration and Naturalization Services. Originals are on file with the Clerk.

(j) Insurance information.

(k) Any employee statements referenced in Section 4 below.

Section 10.2 This folder will be under the supervision and control of the Township Administrator. Said folder may be reviewed by the employee during the hours of 8:30 a.m. to 4:00 p.m. Monday through Friday. Advance notice to the Administrator may be required. This folder may be reviewed by the employee, the employee's legal guardian, or an attorney authorized in writing by the employee to inspect the folder.

Section 10.3 Employees shall have the right to obtain copies of all information contained in the folder. The first copy obtained shall be free. Additional copies shall be requested in accordance with the Miami Township Records Management Policy:

The Township, in accordance with Section 149.43 of the Revised Code, has established the following fees for providing copies of reproductions of public records maintained by the Township:

1. For photocopies of either letter or legal size documents, the fees shall be as follows:
   a) For the first thru the twenty-fifth photocopy, there will be no charge.

b) For twenty-six or more photocopies, there is a fee of five (5) cents per photocopy calculated from the first photocopy. Advance payment is required before any copies are prepared. (Two sided photocopies shall be charged at a rate of five (5) cents per sheet)

2. For video tapes, cassette tapes or for any other type of media, the fee shall be the replacement cost or the reproduction (copying) cost. Reproduction costs may only be charged if a commercial or professional service is contracted to provide the copy. If the Township creates the copy, a reproduction fee may not be charged.

Bulk Commercial requests and Special Extraction Costs will follow Revised Code Section 149.43 (E)(2).
Established costs / fees under this policy shall be clearly posted and visible to the public.

Section 10.4 If an employee disputes the accuracy, relevance, timeliness, or completeness of any information in the folder, he may request the Employer to investigate the current status of the information. Said request must be in writing and filed with the Township Administrator. Within thirty (30) days of receiving this request, the Township Administrator shall make a reasonable investigation to determine whether the disputed information is accurate, relevant, timely, and complete and shall tell the employee in writing of the results of the investigation. The Employer shall delete any information that it cannot verify or that it finds to be inaccurate.

If after the Township Administrator's determination, the employee is not satisfied with the result, the Employer shall either:

(a) Permit the employee to include within the folder a brief written statement of his position on the disputed information; or

(b) Permit the employee to include within the folder a written protest that the information is inaccurate, irrelevant, outdated, or incomplete. The Employer shall maintain a copy of the employee's statement of dispute in the file.

If the employee does either (a) or (b) above, the statement provided by the employee shall be included in any subsequent transfer, report, or dissemination of the disputed information. The Employer may also include in a transfer a statement that the Employer has reasonable grounds to believe that the dispute is frivolous or irrelevant and the reasons for that belief.

Following any deletion of information that is found to be inaccurate or the accuracy of which can no longer be verified or if a statement of dispute is filed by an employee, the Employer shall, at the written request of the employee, furnish notification that the information has been deleted or furnish a copy of the employee's statement of dispute, to any person specifically designated by the employee.

Section 10.5 Records of oral warnings and written reprimands shall cease to have force and effect one (1) year from the date of issuance and shall, upon request of the employee, be removed from the personnel file, provided no intervening discipline has occurred of any kind. Any record of more severe discipline shall cease to have force and effect two (2) years from the date of issuance and shall, upon

the request of the employee, be removed from the personnel file, provided no intervening discipline has occurred.

Section 10.6 Medical, psychiatric, or psychological information maintained in the file shall be disclosed to the employee unless a physician, psychiatrist, or psychologist determines that the disclosure of the information is likely to have an adverse affect on the employee. In these cases, the information shall be released to a physician, psychologist, or psychiatrist designated in writing by the employee or the employee's legal guardian.

ARTICLE 11. PROBATIONARY PERIODS.

Section 11.1 All new employees will be on probation for one (1) year. An existing employee who goes from part time employment to full time employment or is promoted into a higher level position will be required to successfully complete a probationary period of six (6) months in the new position.

Section 11.2 During this twelve (12) month period, a new employee may be dismissed by the Employer at any time without the right of appeal.

Section 11.3 Each probationary employee shall have a performance review not less than one hundred eighty (180) days after date of hire. This review shall serve as a mid-probationary period review and shall gauge the employee's performance to determine problem areas that need attention prior to completion of twelve (12) month probationary period.

Section 11.4 Each probationary employee shall have a performance review not less than three hundred sixty five (365) days after date of hire. This review shall determine if the employee has satisfactorily completed his/her probationary period.

Section 11.5 Upon completion of the review, the Department Head will recommend to the Township Administrator that the probationary employee be retained or discharged. The Administrator may reject or accept the recommendation of the Department Head or request another performance review. The Administrator will then recommend to the Board of Trustees that the employee be retained or discharged.

Section 11.6 If the employee is retained, he will be credited with seniority to his date of hire and shall also be credited with accumulated leave as set forth elsewhere in this Agreement. Promoted employees shall be placed in a step, in the new classification which gives them a pay increase. Thereafter, they shall advance through each step on their anniversary date of promotion.

Section 11.7 During probation, an employee may not take vacation leave, but he may take all other leave set forth in this Agreement, provided that this leave be only for proper cause. Proper cause as used in this section is leave granted with prior permission of the Employer, which includes holiday, sick and funeral leave. If a probationary employee is absent for more than five (5) consecutive days, his probationary period will be extended by the number of days absent.

Section 11.8 For purposes of this article, a new employee includes each new hire without prior Township experience and each employee with prior Township experience who was terminated, retired, or otherwise left Township employment.

Section 11.9 In order to promote advancement, each employee shall be reviewed every six (6) months by his/her Department Head. The first week of January and the first week of July shall be designated for individual reviews by the Employer. In addition, each employee will receive training within his/her department.

Section 11.10 To be considered for promotion either within the department or across department lines, each employee must be satisfactorily reviewed and trained in accordance with Section 11.9.

Section 11.11 All positions will be filled by bid. Specifically, when a position becomes available within the Department, the position will be advertised by posting in conspicuous places within the Township. All Township employees shall be eligible to bid for this position. In determining the best candidate for the position, Employer will consider the applicant's reviews; the applicant's training; the applicant's experience; all matters retained in applicant's reviews; the applicant's training; the applicant's experience; all matters retained in applicant's personnel file; and the results of interviews and test results, if any. If upon review, no qualified candidate exists within the Township, Employer may fill the position from outside the Township.

Section 11.12 If an employee is recommended for promotion, he shall advance to the new position at a salary set in accordance with Article 17 (Wages and Compensation), Section 4. The recommended employee will be required to pass a physical examination before the appointment becomes final.

Section 11.13 The decision of the Employer with respect to promotion is final and is not subject to review through the grievance procedure.

ARTICLE 12. SENIORITY.

Section 12.1 "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated within thirty (30) days of termination, the employee loses all previously accumulated seniority.

Section 12.2 An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 12.3 Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff, or for a period equal to their uninterrupted length of continuous service with the Employer as of the date of the layoff, whichever is less.

Section 12.4 Seniority shall be the governing factor in all cases affecting overtime and vacation schedule.

Section 12.5 All service department employees with a commercial drivers license (CDL) will be included in township administered random drug testing.

ARTICLE 13. LAYOFF AND RECALL.

Section 13.1 When the Employer determines that a long-term layoff or job abolishment is necessary, he shall notify the affected employees as far in advance of the effective date of the layoff or job abolishment as possible, but no less than five (5) days before the effective date. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting one hundred twenty (120) hours or less, as soon as possible, but no less than twenty-four (24) hours before the effective date. The Employer, upon request from the Union, agrees to discuss with representatives of the Union the impact of the layoff on bargaining unit employees.

Section 13.2 Layoffs in the bargaining unit shall be in inverse order of seniority within an employment status classification, and shall be implemented by employment status classification in the following order:

(1) Temporary employees;

(2) Probationary employees;

(3) Permanent part-time employees;

(4) Full-time regular employees.

A laid off full-time regular employee may displace a permanent part-time employee if the full-time regular employee has greater seniority. No laid off permanent part-time employee may displace a full-time regular employee, regardless of seniority.

Section 13.3 Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months, or for a period equal to their uninterrupted length of continuous service with the Employer as of the date of the layoff, whichever is less. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled. 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 twelve (12) months of recall. Any training required by this section shall be at the Employer's expense.

Section 13.4 Notice of recall shall be sent to the employee by certified mail. 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 13.5 The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have twenty (20) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 13.6 For the purpose of Section 2 of this article, seniority shall be computed on the basis of uninterrupted length of continuous service with the Employer within an employment status classification as listed in Section 2 of this article.

ARTICLE 14. HEALTH AND SAFETY.

Section 14.1 It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts his responsibility to provide safe working conditions, equipment, vehicles and working methods for his employees. The employees accept the responsibility to follow all safety rules and safe working methods of the Employer.

Section 14.2 For the purpose of employee safety during snow removal operations, Employer shall provide an 8oo MHz radio system or Township issued cell phone for emergency or general communication needs. Any time the driver needs to leave the vehicle for any reason they will notify the Snow Boss of their exit from the vehicle, the reason for leaving the vehicle and notify the Snow Boss upon their return to the vehicle.

Section 14.3 All full time bargaining unit positions are required to obtain and retain a Class A Commercial Driver's License (CDL) as a condition of employment. From time to time changes to the CDL licensing definitions or new requirements mandated from the state of Ohio may require employees to obtain additional CDL endorsements to continue the efficient and effective operation of the department. If a job assignment, type of vehicle, licensing definition change, or new requirement mandated from the state of Ohio dictates or demands additional endorsements the affected employee or employees will be given 3 months in order to obtain the necessary endorsement. The Township will cover the fees involved in the taking of the test and reimburse employees the difference in the cost associated with the renewal of a regular Ohio driver's license and an Ohio commercial driver's license.

ARTICLE 15. BULLETIN BOARDS.

Section 15.1 The Employer agrees to provide space for one bulletin board in an agreed upon area of the facility for use by the Union.

Section 15.2 All notices of any kind posted on the bulletin board must receive prior approval of the Employer or its designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contain the following:

(a) Personal attacks upon any other member or any other employee;

(b) Scandalous, scurrilous or derogatory attacks upon the Employer;

(c) Attacks on any other employee organization, regardless of whether the organization has local membership; and,

(d) Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 15.3 No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the Union.

Section 15.4 Any materials posted in violation of Sections 2 or 3 of this article which are discovered by the Union steward, or which are brought to his attention by the Employer or its designee, shall immediately be removed by the Union steward. Failure or refusal of the Union steward to remove such material after becoming aware of it shall subject the Union to revocation of the bulletin board posting privileges herein granted by the Employer.

ARTICLE 16. HOURS OF WORK AND OVERTIME.

Section 16.1 A standard work week shall consist of forty (40) hours per week, Monday through Friday; a standard work day shall consist of eight (8) consecutive hours per day (excluding a forty-five (45) minute meal period, but including two (2) fifteen (15) minute breaks per day). During the period Labor Day through Memorial Day, the standard work hours will be 7:15 a.m. – 4:00 p.m. During the period Memorial Day through Labor Day, the standard work hours will be 6:15 a.m. – 3:00 p.m. When mutually agreed upon between management and the union due to excessive summer heat, summer hours may be extended to the first Monday in October.

Section 16.2 All time worked in excess of forty (40) hours in any one week and all time worked in excess of eight (8) hours in any one day shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay. All work performed on Sunday shall be paid at the rate of two (2) times the employees regular rate of pay. There shall be no pyramiding of overtime or other premium pay.

Section 16.3 Employees required to be in active pay status in excess of forty (40) hours in a standard work week shall be compensated at the rate of one and one-half (1½) times their regular hourly rate for all such excess time, to the nearest quarter hour.

(a) For the purpose of computing overtime, vacation, sick leave, personal days, holidays, compensatory time off, and court leave, shall be counted as time worked. Disciplinary suspensions, injury leave, military leave, and other unpaid leaves of absence, shall not be counted as time worked.

(b) In lieu of overtime pay, an employee may take compensatory time off at the rate of one and one-half (1½) times the number of hours worked unless the employee is being paid at the double (2) time rate which he/she would gain two (2) hours of compensatory time per every hour worked, up to a

maximum of four hundred eighty (480) hours of compensatory time per calendar year. Compensatory time must be taken within three hundred sixty-five (365) days of the date it is earned, otherwise, it will be paid. Compensatory time off requires the approval of the Employer, and is subject to the operational needs of the department. Compensatory time will be paid out at the employee's request.

(c) All overtime work must be approved by the Employer or his designee before the work is done, unless circumstances prohibit advance approval.

(d) The Employer reserves the right to make overtime payments by separate check.

Section 16.4 When the Employer has determined the operational need of the department requires that overtime be worked by an employee or employees, excluding overtime which abuts either end of an employee's shift, or overtime which requires a specific employee, for unforeseeable emergency situations the Employer will establish a rotational two-person call-in list, where one of the two may be a supervisor. For scheduled overtime or winter operation duties both shall be bargaining unit employees. If the Employer is unable to reach or receive a commitment from a bargaining unit member from the call-in list, the Employer may utilize non-bargaining employees to assist the department for said emergency situations.

Section 16.5 The rotational list shall be established according to seniority. For overtime work, the Employer will notify the employee(s) highest on the rotational list. Once the employee(s) have either worked the overtime assignment or refused the overtime assignment, said employee(s) will move to the bottom of the rotational list. The next overtime assignment will be given the next highest employee(s) on the list, and so on. If all employees on the rotational list refuse the overtime work, the Employer shall mandate that the lowest senior employee be assigned the work.

If a part time employee for weekend park work is scheduled to work and cannot perform the weekend park work, it will be offered to all full time employees by rotational list and should all full time employees decline to take on the weekend park work, it shall be performed by a part time employee.

Section 16.6 The Employer reserves the right to require any and/or all employees to work overtime when the operational needs of the department require it.

Section 16.7 When an employee is on or scheduled to be on sick leave, vacation, comp time or personal leave, the employee is ineligible for overtime beginning at clock out of last shift until the employee returns to work on the next regular shift. The employee does not get charged on the overtime list and the list is rotated accordingly. This does not apply during winter storm events (ice and/or snow) or any declared emergency (defined in Article 31). However if an ineligible employee would like to be eligible for overtime they must notify the supervisor on-call prior to the end of their shift and if overtime is necessary will be called and charged accordingly.

ARTICLE 17. WAGES AND COMPENSATION.

Section 17.1 Effective January 1, **2016** rates of pay for bargaining unit members shall reflect a 2.0% increase and be as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5
Maintenance Worker I	$15.96	$16.37	$16.80	$17.24	$17.69
Maintenance Worker II	$18.14	$18.60	$19.08	$19.58	$20.09
Maintenance Worker III	$20.60	$21.13	$21.69	$22.26	$22.83
Maintenance Worker IV	$23.41	$24.02	$24.64	$25.29	$25.94
Maintenance Worker V	$26.60	$27.30	$28.00	$28.73	$29.48
Mechanic I	$24.72	$25.66	$26.62	$27.62	$28.66
Mechanic II	$29.74	$30.86	$32.02	$33.22	$34.48

* Each employee shall also receive a one time payment of $300.00 in their first paycheck of 2016.

Section 17.2 Effective January 1, **2017**, rates of pay for bargaining unit members shall reflect a 2.0% increase and be as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5
Maintenance Worker I	$16.27	$16.70	$17.14	$17.58	$18.04
Maintenance Worker II	$18.50	$18.98	$19.47	$19.98	$20.50
Maintenance Worker III	$21.02	$21.56	$22.12	$22.70	$23.28
Maintenance Worker IV	$23.88	$24.50	$25.14	$25.79	$26.46
Maintenance Worker V	$27.13	$27.84	$28.56	$29.31	$30.07
Mechanic I	$25.22	$26.18	$27.15	$28.17	$29.24
Mechanic II	$30.34	$31.47	$32.66	$33.89	$35.17

Section 17.3 Effective January 1, **2018**, rates of pay for bargaining unit members shall reflect a 2.0% increase and be as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5
Maintenance Worker I	$16.60	$17.03	$17.48	$17.93	$18.40
Maintenance Worker II	$18.87	$19.36	$19.86	$20.38	$20.91
Maintenance Worker III	$21.44	$21.99	$22.56	$23.16	$23.75
Maintenance Worker IV	$24.35	$24.99	$25.64	$26.31	$26.99
Maintenance Worker V	$27.68	$28.40	$29.13	$29.89	$30.67
Mechanic I	$25.72	$26.70	$27.70	$28.74	$29.82
Mechanic II	$30.94	$32.10	$33.31	$34.56	$35.87

Section 17.4 Employees employed on the effective date of this Agreement shall be placed in the step of their assigned pay range to which they are entitled by their length of service. Newly hired employees shall begin at Step 1. Employees shall be advanced annually through the steps at each level of Maintenance Worker or Mechanic according to their individual anniversary date of last promotion or step increase.

Advancement from Step 5 or last step at each level of Maintenance Worker or Mechanic to the next level (for example: Maintenance Worker I to Maintenance Worker II or Mechanic I to Mechanic II) shall be considered a promotion. Employees will only be promoted after a review of their performance over the most recent previous year with due consideration given to any disciplinary actions taken against them during that same time frame. Only the most current previous years overall (including disciplinary actions) performance shall be considered. For purposes of this section, improved performance may include demonstrable improvement in job skills, job knowledge, non-mandatory training attended, or overall improved knowledge of the Township (specifically, roads, parks and Township policies and procedures).

The Employer reserves the right to make merit based promotions at any time to any step or classification based on the recommendation of the Service Director and Township Administrator with the approval of the Board of Trustees. Section 17.4 shall be subject to the grievance procedure contained in this Agreement.

Section 17.5 The Employer reserves the right to begin a new hire employee at a rate above the probationary rate where exceptional qualifications and experience warrant it. Such employee shall then advance through the steps upon completion of the necessary length of service with the department.

ARTICLE 18. CALL-IN PAY.

Section 1. Whenever an employee is called to work at a time other than his regular work schedule, thereby necessitating additional travel to and from work, he shall be credited with hours actually worked for all time spent actually working, but with not less than two (2) hours.

Section 2. It is understood that any call-in which starts prior to the regular shift and continues into the employee's regular or time worked immediately following the regular shift, shall not be eligible for the minimum as provided in Section 1 above.

ARTICLE 19. INSURANCE.

Section 19.1 The Employer shall make available to all bargaining unit employees a group hospitalization, major medical and dental insurance plan. The Employer shall pay the monthly premiums for employees, regardless of the type of insurance chosen, up to a maximum of $410.00 per month premium cost for each employee covered. Should the premium exceed $410.00 per month, the Employer shall pay the base $410.00 per month plus 75% of the excess premium cost above $410.00 per month. The employee shall pay the remaining 25% of the premium cost above $410.00 per month.

If the insurance premium cost is above the base $410.00 per month, the employee's portion of this additional cost shall be deducted from the employee's bi-weekly wages without additional authorization from the employee.

Section 19.2 The employer may chose to implement a high deductable plan in which the Employer agrees to pay the first seventy-five percent (75%) of deductibles of eligible medical expenses. The Employee is responsible for the next twenty-five percent (25%) of deductibles for eligible medical expenses. Once the annual deductable amount is met, the plan is responsible for one hundred percent (100%) of all eligible expenses.

Section 19.3 The choice of insurance carrier shall be solely within the discretion of the Employer. The Employer shall provide to the Union a copy of the insurance policy.

Section 19.4 If the health insurance employee-Employer contribution formula changes as a result of another employee group obtaining a different contribution schedule, the Employer agrees to reopen contract negotiations, provided the Union agrees to only seek the same benefit granted to all other Township employees.

Section 19.5 The Employer shall provide life insurance insuring the life of each covered employee and providing a death benefit in an amount of $25,000.00 per employee and shall be at the sole cost of the Employer. If the Township's Life Insurance Death Benefit increases, the bargaining unit shall receive the same benefit and the Union shall be notified.

ARTICLE 20. EQUIPMENT / CLOTHING.

Section 20.1 The Employer will provide for each employee eleven (11) uniforms and one (1) winter parka. Said uniforms shall consist of:

- Eleven (11) work shirts (at the employees option for uniform shirts only)
- Eleven (11) work pants
- Five (5) short sleeved t-shirts with the Township logo (mechanics will be allowed to have black t-shirts instead of yellow with pocket as an option)
- Three (3) long sleeved t-shirts, with the Township logo
- Three (3) hooded or five (5) regular non-hooded sweatshirts with the Township logo
- Five (5) work shorts

by March 1st of each year upon demonstration of need as provided herein. The Employer will provide for each employee assigned to indoor duties the above uniform allotment and an additional winter uniform jacket. Uniforms will be cleaned, pressed, and mended at the Employer's expense. Uniforms will be replaced when, in the opinion of the Employer, the uniform is worn out or irreparably damaged. Employees shall wear uniforms at all times when on duty, but uniforms shall not be worn when employees are not on duty. Employees shall wear a clean uniform to work every day. Shirts are to be kept buttoned and tucked in insofar as practicable.

Section 20.2 All employees shall wear approved steel-toed safety boots at all times while on duty except for each employee assigned to indoor duties who shall wear approved steel-toed safety shoes. The Employer shall reimburse an employee for the cost of safety footwear and outer wear per year, up to a maximum reimbursement payment of three hundred fifty dollars ($350.00) per employee per year, upon the employee's presentation to the Employer or his designee of a receipt showing that the employee has purchased such safety footwear. The Employer will replace damaged or ruined footwear, or if an employee provides a physician's certificate that special footwear is required. The replacement of footwear shall be solely within the discretion of the Service Director.

Section 20.3 Protective equipment (hip-boots, hard hats, rain gear, and gloves) shall be furnished by the Employer for use by employees on an as-needed basis.

Section 20.4 All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment of an employee, be returned to the Employer prior to the issuance of any final compensation to the employee. Any issued item which is lost by an employee shall either be replaced or paid for at current market value by the employee, at the option of the employee.

ARTICLE 21. HOLIDAYS.

Section 21.1 Employees shall receive holiday pay, as defined below, for the following holidays:

New Year's Day	(January 1st)
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)
Thanksgiving Day	(Fourth Thursday in November)
Day after Thanksgiving Day	(Fourth Friday in November)
Christmas Day	(December 25th)

If any designated holiday falls on a Saturday, it shall be observed on the Friday immediately preceding. If any designated holiday falls on a Sunday, it shall be observed on the Monday immediately following.

Section 21.2 For each holiday listed above, employees shall receive their regular daily rate of pay as holiday pay, provided they work the last scheduled work day prior to the holiday and the next scheduled work day following the holiday. Employees who use sick leave on the last scheduled work day following the holiday may be required to provide a certificate from a physician, dentist or other medical practitioner to justify the use of sick leave. Employees who have properly scheduled vacation leave, personal days or compensatory time, on either of such days, in accordance with the provisions of this Agreement, shall not be subject to this provision. Employees who work on all holidays addressed in section 21.1 shall receive two (2) times their regular hourly rate of pay for hours worked on the holiday in addition to holiday pay.

Section 21.3 If a holiday falls within an approved vacation, the employee will receive holiday pay and will not be charged the vacation day. Employees on disciplinary suspensions or unpaid leaves of absence during a holiday shall not be paid holiday pay. Employees on sick leave on a holiday or the day immediately preceding or following a holiday shall not receive holiday pay unless the employee provides a written statement from a licensed medical physician stating the nature of the illness and that such illness required the employee to be absent from work.

ARTICLE 22. SICK LEAVE.

Section 22.1 Sick leave shall be earned and credited at the rate of ten (10) hours for each month in active pay status, including paid vacations and sick leave, but not during a leave of absence without pay, layoff, disciplinary suspension, or while in overtime status. Unused sick leave may be accumulated to a limit of two thousand eighty (2,080) hours.

Section 22.2 (a) Notification by Employee. When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person, no later than fifteen (15) minutes prior to the time he is scheduled to report to work on each day of absence unless extenuating circumstances prohibit, or unless other arrangements are made with the employee's supervisor. An employee who calls in sick at the start of a shift shall be required to use two (2) hours of sick leave. This does not apply to an employee who has a scheduled appointment with a physician, dentist, or other medical practitioner.

(b) Evidence Required for Sick Leave Usage. Upon return to work, an employee shall complete an application for sick leave form to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments or where an absence is for three (3) consecutive days or more, or for use of a sick leave before or after a holiday or vacation period, require the employee to furnish a certificate from a physician, dentist, or other medical practitioner. Falsification of either a written signed statement or a practitioner's certificate shall be grounds for disciplinary action, including dismissal.

(c) Uses of Sick Leave. Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

1. Illness or injury of the employee, or a member of his immediate family residing in the same household as the employee wherein the employee's presence is required.

2. Medical, dental or optical examination or treatment of employee, or a member of his immediate family which requires the presence of the employee, and which cannot be scheduled during non-working hours.

3. If a member of the employee's immediate family suffers an illness or injury which requires the care and attendance of the employee.

4. If the employee is exposed to a contagious disease when such exposure, in the opinion of a licensed physician, would render the employee a hazard to the health of others.

5. Pregnancy and/or childbirth and other conditions related thereto.

Sick leave usage shall be charged in minimum units of one (1) hour for any hour or fraction of an hour taken by an employee.

For the purpose of this article, the definition of immediate family shall be spouse, child, mother, father, brother, sister.

Section 22.3 An employee with more than ten (10) years of service with Miami Township who retires from active service shall be paid for fifty percent (50%) of the value of his accrued but unused sick leave, up to a maximum payment of two hundred forty (240) hours. Payment shall be made at the rate of pay at which the employee retires.

Section 22.4 An employee who is laid off shall, upon reinstatement, have placed to his credit all accumulated and unused sick leave existing at the time of his layoff.

Section 22.5 An employee who does not use any of their sick leave in any period of four (4) consecutive months will be granted eight (8) hours extra time off (personal day) for each four (4) month period not to exceed twenty-four (24) hours per calendar year. Each four (4) month period begins with the first shift back to work and ends on the same day of the forth month from date of return. An employee will be allowed to use up to two (2) hours sick leave per four month period which will not affect their personal day calendar.

Upon a full service retirement, an employee with ten (10) or more years of service shall be paid for all personal days accrued during the one (1) year prior to the retirement date.

Section 22.6 Bargaining unit employees shall be granted up to six (6) consecutive days of paid funeral leave in the event of death in the employee's immediate family. The term "immediate family" for purposes of the section shall be defined as spouse, child or parent. Bargaining unit employees shall be granted up to three (3) consecutive days of paid funeral leave in the event of death in the employee's "extended" family. The term "extended" family for the purpose of this section shall be defined a brother, sister, grandparent, mother-in-law and/or father-in-law. Upon approval of the Service Director or his designee, bereavement leave may be extended for an additional day(s) which shall be charged to their accrued sick leave. Employees on paid leave shall have such leave restored to their account should it become necessary to use bereavement leave.

Section 22.7 An employee with an accumulation of twelve hundred (1,200) hours of sick time may "cash in" one hundred twenty (120) hours per year at the rate of one (1) hours pay for two (2) hours of sick time and shall be paid out to the employee on the first paycheck in December.

ARTICLE 23. VACATIONS.

Section 23.1 Bargaining unit employees shall earn vacation leave according to their number of years of service credit* as follows:

(a) Less than one (1) year of service completed: no vacation.

(b) One (1) year of service through six (6) years completed: 80 hours (ten [10] working days). Rate: 3.1 hours per pay period.

(c) Seven (7) years of service through fifteen (15) years completed: 120 working hours (15 working days). Rate: 4.6 hours per pay period.

(d) Sixteen (16) years of service through twenty-four (24) years completed: 160 hours (20 working days). Rate: 6.2 hours per pay period.

(e) Twenty-five (25) years or more of service completed: 200 hours (25 working days). Rate: 7.7 hours per pay period.

* Service credit includes all prior service time with a political subdivision of the State of Ohio, plus all time served with Miami Township. An employee with prior services does not receive credit for all service until completion of one (1) year of service with Miami Township.

Section 23.2 Vacation credit accrues while on vacation and sick leave. No vacation credit is earned while an employee is on any unpaid leave or disciplinary suspension. Prorated vacation credit is given for any part of a pay period. Forty (40) hours vacation credit is added at the completion of six (6), fifteen (15), and twenty-four (24) years of employment in addition to the increased rate of accrual.

Section 23.3 Vacations shall be scheduled in such a manner as to not interfere with the efficient operation of the department. Vacations shall be selected by seniority. The Employer shall post on January 1st of each year a vacation chart. Employees shall select their vacations for the year by seniority no later than March 15. Vacation requests submitted after March 15 will be approved as submitted based on the needs of the department. Whenever necessary, seniority shall be used to determine vacation schedules. Vacation requests for any dates designated by the Employer as "not available for vacation" shall not be honored.

Section 23.4 Employees may carry over not to exceed forty (40) hours of earned vacation time from one year to the next, provided vacation is taken prior to December 31st of the following year.

Section 23.5 When an employee voluntarily leaves or is otherwise terminated from Miami Township employment, he shall be paid for any earned but unused vacation. Vacation payment shall not be paid when an employee is granted a leave of absence.

Section 23.6 Employees may request up to seven (7) days additional vacation without pay. The granting of such requests is solely within the Employer's discretion.

Section 23.7 Vacation leave that is not used, scheduled for use or able to be carried over to the next year by December 1st of each year, shall be paid out to the employee on the first check in December, up to a maximum of forty (40) hours, provided the employee gives two (2) weeks advance notice of his/her intent to utilize this option.

ARTICLE 24. INJURY LEAVE.

Section 24.1 For service connected injury or occupational illness incurred by employee, in the active discharge of his employment, an employee may be entitled to continuation of pay commencing the eighth (8th) day of absence and continuing for a period of sixty (60) days or such other time as Employer in its sole discretion deems appropriate.

Section 24.2 To receive continuation of pay, employee must notify Employer in writing within seventy-two (72) hours of the occurrence of the injury, or in the case of an occupational disease, within seventy-two (72) hours of being informed of his/her disease, of his/her desire for continuation of pay; in addition, within seventy-two (72) hours, must file a claim for Worker's Compensation benefits.

Section 24.3 Upon receipt of an application for continuation of pay, Employer shall conduct an investigation to determine whether receipt of said pay is warranted. Continuation of pay will commence the earliest of either eight (8) days from the date of injury or upon completion of Employer's investigation. If continuation of pay is awarded by Employer, this shall be without prejudice to Employer's right to contest an award of Worker's Compensation.

Section 24.4 If Worker's Compensation is awarded, Employer shall be, to the extent permitted under Ohio law, entitled to reimbursement out of the proceeds of any award made by Worker's Compensation. If claim is denied or if no reimbursement is possible, Employer may charge against an employee's sick leave and annual leave, all pay received as continuation of pay.

Section 24.5 To the extent permitted by employee's physician, Employer may require an injured employee to perform limited duty work.

ARTICLE 25. COURT LEAVE.

Section 25.1 The Employer shall grant required leave with full pay where an employee is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicatory body as listed in this article. All compensation received from the summoning agency for such duty must be paid to the

Employer unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of his scheduled work day shall report to work for the remaining hours of his work shift. Employees will honor any subpoena issued to them, including those for Workers' Compensation, unemployment compensation, and State Employment Relations Board hearings. It is not proper to pay employees for appearing in court for cases being heard in connection with the employee's personal matters, including, but not limited to, criminal or traffic charges against the employee, domestic relations matters to which the employee is a party, appearing as directed with a juvenile, etc. These absences would be leave without pay or vacation leave at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

Section 25.2 When notified, the employee and the Employer shall, by mutual agreement, reschedule any vacation or holiday which may occur while an employee sits as a juror or alternate juror.

ARTICLE 26. MILITARY LEAVE.

Section 26.1 All employees who are members of the Ohio National Guard or Defense Corps, State and Federal Militia, or members of other reserve components of the U.S. Armed Forces are entitled to leave of absence from their respective duties 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 as evidence of such duty. There is no requirement that the service be one continuous period of time. The maximum number of hours for which military leave may be granted in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Employees who are members of those components listed above will be granted unpaid emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. The leave will cover the official period of the emergency.

Section 26.2 Employees on military leave may choose to accept either their base pay from military service or regular pay from the Employer. An employee who accepts regular pay shall remit the base pay from military service to the Employer.

ARTICLE 27. UNPAID LEAVES OF ABSENCE.

Section 27.1 Employees may be granted the following types of unpaid leaves of absence:

(a) Personal Leave. The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reason of the employee including medical disability. Such a leave may not be renewed or extended beyond six (6) months.

(b) Disability Leave. A physical or mentally incapacitated employee who has completed his probationary period may request a disability leave. A disability leave for a period not to exceed six (6) months may be granted when the disability continues beyond accumulated sick leave and/or vacation

leave rights or beyond the period of a personal leave for medical reasons, provided the employee furnishes satisfactory medical proof of such disability along with his written request, and is:

1. Hospitalized or institutionalized;

2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or

3. Declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer. 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 work, he shall furnish a statement by his attending physician certifying the employee is able to return to work.

(c) Employer Required Disability Leave. The Employer may require an employee to be examined by a licensed physician of the Employer's choosing for the purpose of determining whether the employee is physically or mentally able to perform the substantial duties of his position. An employee found to be physically or mentally unable to perform the substantial duties by such physician shall be placed on disability leave as described in paragraph (b) above.

(d) Maternity Leave. A female employee who has exhausted all paid leaves (sick and vacation) may request a leave of absence without pay for maternity purposes by submitting such request in writing to the Employer accompanied by a signed physician's statement verifying the employee's pregnancy.

1. The leave of absence will begin on the date the physician states that the employee can no longer perform the substantial portion of her duties.

2. The leave of absence will end sixty (60) days after delivery, or sooner if the physician releases the employee as medically able to return to work.
3. No later than thirty (30) days after delivery, the employee will notify the Employer, in writing, of her desire to return to work and her anticipated date of return. Lack of such notification shall be considered a resignation. Employees who desire to return to work shall be placed in their original position, or a similar position at the same pay, as the needs of the department dictate.

4. Should it be necessary to extend the employee's leave of absence for maternity purposes beyond six (6) months, the employee shall be placed on a disability leave in accordance with this article.

5. The employee may request that accrued sick leave be used during the period prior to or after delivery that is covered by the physician's statement.

An employee may request leave for purposes of child care following childbirth, but such leave shall be combined with the leave of absence for maternity purposes and limited to a maximum of six (6) months total.

Leave for male employees may be deducted from sick leave for care of the employee's wife and family during the postnatal period. Such sick leave shall be for a maximum of five (5) consecutive days. Written requests for this purpose must be submitted to and approved by the Employer.

Section 27.2 Granting of Unpaid Leaves of Absence. (a) The authorization of an unpaid leave of absence 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 unpaid leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various departmental functions may proceed properly.

(c) Upon completion of an unpaid leave of absence, the employee is to be returned to the position formerly occupied, or to a 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 the 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 unpaid leave of absence such employee, absent extenuating circumstances, shall be removed from his position and shall not receive seniority credit for the period of leave.

ARTICLE 28. SEVERANCE PAY.

Section 28.1 An employee who leaves the employ of the Employer shall receive pay for all hours worked but unpaid, all hours credited but unpaid, and if applicable, pay for unused vacation and sick leave conversion in accordance with the terms of this Agreement. Discharged employees shall not be compensated for unused sick leave.

Section 28.2 In the event of death of an employee, any severance pay to which the employee would have been entitled shall be paid directly to the beneficiary designated by the employee, in writing, on the official form provided by the Employer, or to the employee's estate if no beneficiary is designated in accordance with the terms of this Agreement.

ARTICLE 29. NO STRIKE / NO LOCKOUT.

Section 29.1 The Employer and the Union recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides machinery for the orderly resolution of grievances. Therefore the parties agree that:

(a) During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call, work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations or services of the Employer during the life of this Agreement.

(b) During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees shall have violated Section 1 (a) of this article.

Section 29.2 In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 1 (a) of this article is subject to discipline or discharge by the Employer.

Disciplinary action taken in accordance with the provisions of this article shall not be subject to the grievance procedure contained in this Agreement.

Section 29.3 In the event of any violation of Section 1 (a) of this article, the Union shall promptly do whatever it can to prevent or stop such unauthorized acts.

Section 29.4 Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 30. SEVERABILITY.

Section 30.1 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 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 30.2 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 discuss alternative language.

ARTICLE 31. WAIVER IN CASE OF EMERGENCY.

Section 31.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff of Clermont County, the Board of Miami Township Trustees, Clermont County Commissioners, or the federal or state legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

(a) Time limits for the processing of grievances; and,

(b) All work rules and/or agreements and practices relating to the assignment of employees; and

(c) All approved leave (vacation, comp time, personal) may be suspended depending upon the operational needs of the department.

Section 31.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and

shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed, prior to the emergency.

ARTICLE 32. DURATION.

Section 32.1 This Agreement shall be effective as of January 1, 2016, and shall remain in full force and effect until December 31, 2018, unless otherwise terminated as provided herein.

Section 32.2 If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notices shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. The parties may also amend this Agreement at any other time in writing by their mutual consent and agreement.

Section 32.3 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 the 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 Union and all prior agreements, practices and policies, either oral or written, are hereby canceled. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

(Signatures on next page)

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals this 22nd day of January, 2016.

COMPANY: **MIAMI TOWNSHIP**

Karl Schultz, Chairman

Ken Tracy, Vice-Chairman

Mary Makley Wolff, Trustee

Eric C. Ferry, Township Fiscal Officer

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

Al Kroger, Business Representative

Patty Hall, Bargaining Unit Representative

Ed Seigla, Bargaining Unit Representative

APPROVED AS TO FORM:

Joseph J. Braun, Law Director

APPROVED AS TO CONTENT:

Jeffrey A. Wright, Township Administrator