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COLLECTIVE BARGAINING AGREEMENT

between

**THE DELHI TOWNSHIP ROAD
DEPARTMENT EMPLOYEES ASSOCIATION**

And

**THE DELHI TOWNSHIP
BOARD OF TRUSTEES**

**EFFECTIVE JANUARY 1, 2020
THROUGH DECEMBER 31, 2022**

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ARTICLE 1

RECOGNITION

SECTION 1.1: Delhi Township (hereinafter referred to as Employer or Township) hereby recognizes the Delhi Township Road Department Employees Association (hereinafter referred to as "Association", "bargaining unit" or "employee") as the collective bargaining agent with respect to wages, benefits, and other terms and conditions of employment for the following classifications of employees within the Public Works Department of Delhi Township: Service Worker I, Service Worker II, Mechanic I, and Mechanic II.

ARTICLE 2

ASSOCIATION MEMBERSHIP AND DUES DEDUCTION

SECTION 2.1: Both parties recognize and agree that membership in the Association is at the discretion of each individual employee. Employees in the classifications comprising the bargaining unit covered by this Agreement have the right to join, not to join, maintain, or drop their membership in the Association as they see fit. Neither party to this Agreement shall exert any pressure on any employee as regards such matters.

SECTION 2.2: The Employer agrees to deduct regular Association dues from each paycheck of any bargaining unit employee voluntarily signing a written authorization for dues deduction. The bargaining unit employee shall submit the authorization to the Employer or designee. The Employer shall forward a check for the amount of all dues deducted to the Association together with an itemized list of the employees for who dues deductions were made. Association funds shall be paid to the Association by the Employer once each month.

SECTION 2.3: The Association shall provide the Employer with written notice of no less than thirty (30) calendar days of any change in the amount of dues deduction.

SECTION 2.4: It is agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

ARTICLE 3

NO STRIKE

SECTION 3.1: During the life of this Agreement or any extensions hereof, the Association, on behalf of its officers, representatives, and members, agrees that so long as this Agreement or any extensions hereof are in effect, there shall be no strikes (including sympathy, unfair labor practice, or economic), slowdowns, walkouts, refusal to perform assigned duties, picketing, boycotts, or any activities which interfere, directly or indirectly, with the operation of the Township. Any employee who is absent from work without permission, or abstains wholly or in part from the full performance of his/her duties in a normal manner without permission, on the date or dates when a strike occurs, shall be presumed to have engaged in such a strike on such date or dates.

SECTION 3.2: In the event any employee covered hereunder is engaged in any violation of this Article, the Association shall, upon notification by the Employer, immediately order such employee or employees to resume normal work activities and shall publicly denounce any violations of Article 3. The Association, its officers, representatives, and members and all other employees covered by this Agreement, shall not, in any way, directly or indirectly, authorize, assert, encourage, participate in, sanction, ratify, condone, or lend support to any strike or other activity in violation of this Article.

SECTION 3.3: Any strike or any other prohibited activity of the employees entered into or called for by the Association shall constitute a breach of this Agreement and abrogate the obligations of the Employer hereunder.

SECTION 3.4: The Township shall have the right to impose discipline up to and including discharge for any employee who, directly or indirectly, authorizes, asserts, encourages, participates in, sanctions, ratifies, condones, or lends support to any strike or other activity in violation of this Article.

ARTICLE 4

MANAGEMENT RIGHTS

SECTION 4.1: The Association recognizes the Township's exclusive right to manage its affairs and the Township retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Ohio and the United States. Further all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Township, including but without limiting the generality of the foregoing:

- A. The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency, and type of services to be rendered the determination, purchase, and control of the types and numbers of materials, machines, tools, and equipment to be used; the selection of the location, number, and type of its facilities and installations; and the addition or discontinuance of any services, facilities, equipment, materials, or methods of operation.
- B. The right to hire and set the starting rate of pay for new employees; to determine the starting and quitting time and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods, and clean-up times; and to determine the amount of supervision necessary, and the method or process by which work is performed.
- C. The right to contract, subcontract, and purchase any or all work, processes, or services, or the construction of new facilities or the improvement of existing facilities; to adopt, revise, and enforce working rules and carry out cost control and general improvement programs; and to establish, change, combine, or discontinue job classifications, and prescribe and assign job duties, content, and classification, and establish wage rates for any new or changed classification.
- D. The right to determine the existence or non-existence of facts which are the basis of management decision; to establish or continue policies, practices, or procedures for the conduct of the Public Works Department and its services to the citizens of Delhi

Township, and, from time to time, to change or abolish such practices or procedures; the right to determine and, from time to time, re-determine the number, locations, and relocations and types of its employees of Delhi Township; to determine the number of hours per day or week any operation of the Public Works Department may be carried on; to select and determine the number and types of employees required; to assign such work to such employees in accordance with the requirements determined by management authorities; to establish training programs and upgrading requirements for employees within the Department; to establish and change work schedules and assignments; to transfer, promote, or demote employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other reasons; to determine the facts or lack of work or other reasons; to continue, alter, make, and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or take such measures as the Township may determine to be necessary for the orderly and efficient operation of the Public Works Department of Delhi Township, Ohio, provided, however, nothing herein shall prevent employees from presenting their grievances for an alleged violation of any Article or specific term of this Agreement.

SECTION 4.2: The parties further agree that the Management Rights as set forth in Section 4117.08 of the Ohio Revised Code are incorporated by reference and that the recitation of the above management rights herein does not make them subject to bargaining in the future.

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 5.1: DEFINITION OF A GRIEVANCE: A grievance is a difference or dispute between the parties or an employee, concerning the application, meaning, or interpretation of the expressed terms of this Agreement, unless otherwise specifically excluded. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement.

SECTION 5.2: EMPLOYEE RIGHTS: In all grievance proceedings, the grievant has the right to represent himself/herself or to be represented by the Association. Grievants proceeding to the arbitration process will be represented by the Association. If a grievant fails to comply with the time limits set forth herein, the grievance shall be considered withdrawn, and thereafter such grievance may not be presented for consideration or be made the basis for any action under this Agreement or otherwise. The time limits imposed in this Agreement may be extended at any step by mutual written consent of the parties in that step. A grievant and appropriate witness shall be entitled to be present at any step of the grievance procedure and shall not lose any pay if scheduled to work as a result of necessary attendance at a meeting scheduled during work hours. If more than one grievant is involved in any meeting, one of the grievants or the Association can be the spokesperson.

SECTION 5.3: GRIEVANCE FORM: Written grievances shall contain the following information:

- A. A statement of the grievance and facts involved.
- B. The Article and Section of the Agreement allegedly violated.
- C. The remedy requested.
- D. The signature of the grievant and/or his/her representative.

SECTION 5.4: A grievance may be brought by any member of the bargaining unit or by the Association. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such group will process the grievance, and shall so indicate that the grievance is a group grievance.

SECTION 5.5: A grievance may be brought by the Employer. An Employer generated grievance shall be delivered to the Association within five (5) working days of the date on which the grievance arose or which the Employer became aware of the grievance. The Employer and the Association shall meet as soon as possible and attempt to resolve the grievance. If the grievance cannot be resolved the Employer may process the grievance to the Arbitration procedure set forth in this Article.

SECTION 5.6: DEFINITION OF "WORKING DAY": "Working Day" shall be defined as any weekday, Monday through Friday, excluding Holidays or any day that either the Public Works department or Township Administration department is scheduled to be closed for normal business.

SECTION 5.7: GRIEVANCE STEPS: Grievances involving the suspension or termination of a bargaining unit employee shall be processed directly to Step 4 of this procedure. All other grievances (except those described in Section 5.5 above), shall be handled in the following manner:

STEP ONE: The grievant or his/her representative shall present the facts in writing to his/her appropriate supervisor within five (5) working days from the date on which the grievance arose or which the grievant became aware of the grievance. The supervisor shall render a written decision within five (5) working days from the date on which the grievance was submitted, and present same to the grievant or his/her representative.

STEP TWO: If the grievance is not resolved in step one, the grievance shall be reduced to writing and presented to the appropriate department head. The department head shall render a decision within five (5) working days from the receipt of the grievance.

STEP THREE: If the grievance remains unsettled, within five (5) working days of the department head's written decision, the grievant shall file a signed written description of the nature and details of the grievance with the Township Administrator or his/her designee. The written grievance shall include all the pertinent facts including exactly what transpired to lead to the lodging of the grievance, the individuals that were involved, and the circumstances surrounding the grievance. The Township Administrator/designee shall, within ten (10) working days, present the grievant with a written resolution of the grievance. The grievant may either accept the proposed resolution by signing it or appeal the grievance to Step Four.

STEP FOUR: ARBITRATION: A grievance unresolved at step three may be submitted to arbitration upon request of the Association in accordance with the provisions of Section 5.8 of this Article hereinafter set forth.

SECTION 5.8: The Association, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the Step 3 answer, the Association shall notify the Employer of its intent to seek arbitration over an unresolved grievance. The Association shall notify the Public Works Director or designee of its intent to seek arbitration over an unresolved grievance. The Association 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 or parties canceling the arbitration. Any grievance not submitted within the thirty (30) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or representative(s).

- A. The arbitrator shall be selected in the following manner: The Arbitration and Mediation Service (AMS) shall be jointly requested to submit a panel list of nine (9) arbitrators who are members of the National Academy of Arbitrators from within 100 miles of Cincinnati. Beginning with the Association the parties shall alternately strike the names of the arbitrators until only one name remains. Either party may once reject the list and request from AMS another list of nine (9) names until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.
- B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within his/her jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator. The arbitrator shall limit his/her decisions strictly to the interpretation, application, or enforcement of specific Articles of the Agreement.
- C. The decision of the arbitrator shall be final and binding on the grievant, the Association, and the Employer. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and arguments and submission of final briefs.
- D. The fees and other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the Employer and the Delhi Township Road Department Employees Association. The fees and cost, if any, of any non-employee witnesses shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one, or split equally by the parties if both parties desire a court reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

SECTION 5.9: When an employee covered by this Agreement chooses to represent himself/herself 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 Association representative will be notified of his/her right to be present at the adjustment.

SECTION 5.10: The Association shall use a grievance form which shall provide the information outlined in Section 5.3 above. The Association shall have the responsibility for the duplication, distribution, and their own accounting of the grievance form.

ARTICLE 6

ASSOCIATION REPRESENTATIVE

SECTION 6.1: The Employer recognizes the right of the employees to elect one representative and one alternate each from the employees comprising the bargaining unit. The authority of the representative and alternate so elected by the employees shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances with a represented employee's supervisor, Public Works Director, the Township Administrator or the Board of Trustees, in accordance with the provision of this Agreement.
- B. The transmission of such messages and information, which shall originate with, and are authorized by the Association or its officers, provided such messages and information:
 - 1. Have been reduced to writing, or
 - 2. If not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusal to perform services, or any other interference with the Employer's business.

SECTION 6.2: The representative and alternate have no authority to take, encourage, or tolerate strike action, or any other action prohibited under Article 3, interrupting the Employer's business. The representative shall be permitted reasonable time to investigate, present, and process formal grievances on the Employer's property without the loss of pay during his/her regular working hours, provided that in each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the representative, the Public Works Director or his/her designee. Every effort will be made to perform the above outside of regular working hours and in no event will it involve overtime.

ARTICLE 7

PROBATIONARY EMPLOYEES

SECTION 7.1: Each new employee shall be required to serve a probationary period of twelve months. Probationary employees work at the will of the Township, which means that they can be discharged for any reason on or before the completion of their probationary period. Upon satisfactory completion of the probationary period, an employee shall be given permanent status.

SECTION 7.2: The Township shall have the right to extend the probationary period by up to six months in its sole discretion. The Township must give the probationary employee thirty (30) calendar days written notice of the Township's decision to extend the probationary period.

ARTICLE 8
PROMOTIONS

SECTION 8.1: When an employee is promoted to a position in a higher grade, his/her new salary shall be paid at the lowest contractual step that is no less than 3% greater than his/her current step. Each newly promoted employee shall serve a probationary period of not less than six (6) but not more than twelve (12) months. If the employee fails said probationary period, he/she shall be returned to his/her former job classification without prejudice. If a new position is created, or a vacancy occurs within the Public Works Department, existing Public Works Department employees shall be notified of said position or vacancy and their ability to apply for such position or vacancy by a written notice posted at least five (5) days on a bulletin board to which all Public Works Department employees have access.

SECTION 8.2: To be promoted to Service Worker II, the Service Worker I must pass a job knowledge and safety test, complete the Ohio LTAP / Roads Scholar Level I, complete Ohio LTAP / Roads Scholar Level II, have received a rating of "Meets Expectations" or higher on his/her most recent performance evaluation, pass the Operator's Test, and pass the Skill's Test.

ARTICLE 9
DEMOTIONS

SECTION 9.1: When an employee is demoted to a lower classification position, he/she shall be paid at the established rate for the lower classification position.

ARTICLE 10
REALLOCATIONS

SECTION 10.1: When an employee's position is temporarily reallocated to a lower classification position for a period not to exceed one month, no change in his/her rate of pay shall occur. If the period is of a longer duration than one month, he/she shall be reclassified to the lower classification and be paid at a rate according to the qualifications he/she brings to these duties. The new rate shall be determined by the Board of Trustees, who shall consult with the Public Works Director prior to making any such determination.

SECTION 10.2: When an employee's position is temporarily reallocated to a higher classification position for a period not to exceed one month, no change in his/her rate of pay shall occur. If the period is of a longer duration than one month, he/she shall be reclassified to the higher classification and be paid at a rate according to the qualifications he/she brings to these duties. The new rate shall be determined by the Board of Trustees, who shall consult with the Public Works Director prior to making any such determination.

ARTICLE 11
REINSTATED EMPLOYEES

SECTION 11.1: A reinstated employee shall be paid at a salary rate within the approved salary range for the position in which he/she is reinstated as may be determined by the Board of Trustees.

ARTICLE 12
PART TIME OR SEASONAL EMPLOYEES

SECTION 12.1: When employment is on a part time or seasonal basis, only the proportionate part of the rate for the time actually employed shall be paid. Part time employment does not entitle one to holiday, vacation, sick leave benefits, pension, insurance (except workers' compensation), or other benefits provided to full time employees.

ARTICLE 13
OVERTIME

SECTION 13.1: **STANDARD WORK HOURS:** The standard work period for all full time employees shall be forty (40) hours in a one week period. The regular work week shall consist of seven (7) consecutive days beginning each Wednesday at 12:01 a.m. The standard work day shall be from 7:00 a.m. until 3:30 p.m. Mondays through Friday with twenty four (24) hour notice for changes to the standard work day consist of eight (8) hours of work as determined by the Public Works Director or designee. This Article does not provide a guarantee of minimum hours.

SECTION 13.2: **GRANTING OF OVERTIME:** The authority to grant overtime shall be granted at the discretion of the Public Works Director or designee, provided that overtime compensation shall not be allowed except for:

- A. Work in excess of forty (40) hours worked in a work week (holidays, vacation, authorized compensatory time, and authorized sick leave will count as hours worked) or during non-regularly scheduled work hours.
- B. Work in excess of the standard work day.
- C. Work on a day for which an employee is scheduled off duty.

SECTION 13.3: Overtime compensation shall be allowed for work on a scheduled off day or in excess of the standard work period or the standard work day only if said work has the prior approval of the Public Works Director or of a supervisory employee to whom the Public Works Director or designee has delegated scheduling authority.

SECTION 13.4: **EMERGENCY OVERTIME:** No employee shall work in excess of sixteen (16) hours in a twenty four (24) hour period except in an emergency. An employee having worked sixteen (16) hours within a twenty four (24) hour period must be off duty for a minimum of eight (8) consecutive hours before being allowed to return to work except in an emergency. Emergencies shall be declared by the Public Works Director or designee and shall include, but not be limited to: clearing of ice and snow during the wintertime, utility failures, tornadoes, flooding,

etc. Overtime compensation shall be monetary compensation at the rate of one and one half (1½) times the employee's regular hourly rate of pay that is in effect at the time overtime compensation is earned.

SECTION 13.5: COMPENSATORY TIME: If an employee works in excess of eight (8) hours in one day during a work week, the employee may be permitted to take time off equal to one and one half (1½) times the time worked over an eight (8) hour period, with the permission of the Public Works Director or designee. An employee may not accumulate, at any time, in excess of forty eight (48) hours of compensatory time. Compensatory time off may not be utilized for time periods less than one half (½) hour. Employees may not schedule compensatory time off during two (2) consecutive work days. Compensatory time off must be requested in the same manner as vacation days.

ARTICLE 14

CALL IN PAY

SECTION 14.1: Employees shall receive at least three (3) hours compensation when called in for any emergency.

ARTICLE 15

PERSONNEL EVALUATION

SECTION 15.1: Personnel evaluations shall take the form and be made in such a manner as prescribed by the Board of Trustees or their designee.

ARTICLE 16

ALLOWANCES

SECTION 16.1: Any legitimate expense allowance authorized by Resolution shall be in addition to regular salary and shall not be deducted from salary.

SECTION 16.2: Employees who travel (1) on official Township business or (2) for training or professional development purposes, approved by the Board Of Trustees or their designee as being in the best interest of the Township, shall be reimbursed for reasonable travel expenses, including air, rail, or bus fares, parking, lodging, and meals. The Board of Trustees or their designee may establish maximum reimbursable limits for travel expenses.

SECTION 16.3: The Township agrees to pay for any fees, exams, or license cost which are required for operation of Township commercial vehicles.

SECTION 16.4: The Board of Trustees, on an individual basis, will consider reimbursing any full time Township employees who take courses or training that directly relate to the performance of their duties. Each individual request for reimbursement must be in writing and show the institution offering the course, the title of the course or training, and a brief description of the course or training if not readily apparent in the title of such course. This request must be made and approved by the Board of Trustees before enrolling in the course. The Township will only reimburse an employee for such courses upon the successful completion of such course.

Successful completion of a course is defined as attaining a grade of C or better or a grade of satisfactory. Proof of such grade attainment must be provided to the Board before reimbursement is made.

ARTICLE 17

COMPASSIONATE, DEATH, AND OTHER LEAVES

SECTION 17.1: Serious illness, disability, or death in the immediate family shall entitle an employee to use sick leave from scheduled work not to exceed three (3) days upon approval of the Public Works Director or designee. Relationships recognized and for which leave will be granted are: father, mother, wife, husband, parent-in-law, step-parent, child, step-child, brother, sister, aunt, uncle, grandparent, grandparent-in-law, grandchild, half-brother, half-sister, brother-in-law, or sister-in-law. Other relatives living in the same household shall be considered as immediate family. The Public Works Director or designee may extend serious illness, disability, or death leave in other situations as he/she deems appropriate.

SECTION 17.2: Leave for jury duty may be approved by the Board of Trustees with full pay provided the employee promptly returns to work when excused temporarily or permanently from the jury duty.

ARTICLE 18

VACATION

SECTION 18.1: It is the policy of Delhi Township that all full time regular employees accrue vacation time as follows:

<u>LENGTH OF SERVICE</u>	<u>NUMBER OF VACATION HOURS</u>
One (1) year but less than five (5) years	80 Hours
Five (5) years but less than ten (10) years	120 Hours
Ten (10) years but less than twenty (20) years	160 Hours
More than twenty (20) years of service	200 Hours

SECTION 18.2: All vacations will be based on the calendar year concept. An employee reaches one year status on the January 1 after their hire date regardless of when he/she was hired. If, however, an employee reaches six months status prior to his/her one year status, the employee would be eligible for one week vacation leave.

SECTION 18.3: All calculations of vacation time shall exclude legal holidays. The vacation will be extended one day for each paid holiday falling within the vacation period.

SECTION 18.4: Employees who substitute for other employees who earn a higher rate of pay receive vacation pay at their lower rate of pay. Employees who substitute for other employees who earn a lower rate of pay receive vacation pay at their higher rate of pay.

SECTION 18.5: EXAMPLE OF LENGTH OF SERVICE STATUS FOR VACATION COMPUTATION – For example, if an employee is hired in August, he/she shall reach the one year status on the following January 1st. The anniversary date for vacation calculation shall become the January 1st prior to hiring, for all employees hired subsequent to the effective date of this Agreement. The amount of vacation due each employee, according to the above formula, shall be credited to each employee on January 1st of each year.

SECTION 18.6: SICK DAYS IN EXCHANGE FOR VACATION DAYS – Sick days cannot be exchanged for vacation days. The effect of this is that employees are not able to extend their paid vacations beyond what the vacation policy stipulates by using sick time.

SECTION 18.7: POLICY ON VACATION TIME SELECTION – Vacation dates are selected within each department by the method chosen by the Public Works Director or designee. Qualifications on the basis of performance evaluations being equal, seniority shall govern when approving vacation and personal day requests.

SECTION 18.8: POLICY ON EMPLOYEE TAKING VACATION PAY AND WORKING SIMULTANEOUSLY – It is the policy of the Township that employees cannot take their vacation pay and remain on the regular payroll for the purpose of receiving a double paycheck.

SECTION 18.9: VACATION CARRY OVER – The Township believes that all employees are better suited to the coming year's work if each and every employee has a change of activity and relaxation. For this reason, all employees are encouraged to take their vacation each year in amounts equal to the credit earned in a year. Employees are permitted to carry over up to forty (40) hours of accrued vacation from one year to the next.

SECTION 18.10: TERMINAL VACATION PAY – Employees who resign or are discharged shall receive pay for the amount of unused vacation credit they have earned. Payment for unpaid vacation time shall be in the regular payroll period including the last date of employment with the Township or in the next following regular payroll if the payroll has already been processed at the point of notice of resignation or discharge.

ARTICLE 19

SICK LEAVE

SECTION 19.1:

- A. Full time permanent employees accrue sick leave at a rate of 4.615 hours per pay period. Unused sick leave shall be accumulative to a maximum of 2,400 hours for employees hired prior to October 14, 2011. All employees hired after that date shall accumulate a maximum of 2,080 hours of sick leave.
- B. Sick leave is attainable as earned. Sick leave is to be used as one hour of sick leave time for one hour of work missed. Upon use of sick leave after accumulating the maximum number of hours, the employee may re-accumulate the time back to the maximum number of hours.

- C. In order to qualify for benefit consideration, the employee's immediate supervisor must be notified on the first day of illness and should be kept informed of the employee's condition until his/her return to work.
- D. A physician's verification of illness may be requested at the discretion of the Public Works Director or designee. Employees must personally notify the Public Works Director or designee of their impending absence from work. The Township will advise the employee of the need for medical verification of an illness on the initial day of the call in, or at such other time that the Township believes medical verification is necessary.

SECTION 19.2: Paid sick leave may be utilized with prior approval of the eligible full time employee's immediate supervisor for any of the following reasons:

- A. Inability to work due to a medically diagnosable condition or disability;
- B. Unexpected immediate family (spouse, child, parent, same residence dependents) medical emergency where the employee's presence is unavoidably necessary;
- C. Medical, dental, or optical examinations or treatments for the employee or a member of his/her immediate family (spouse, child, parent, same residence dependents) where the employee's presence is unavoidably necessary and with prior approval of his/her immediate supervisor;
- D. An employee who becomes sick and must be hospitalized while on vacation shall be allowed to charge the time to his/her sick leave if it is available.
- E. Bereavement leave.

SECTION 19.3: Upon retirement of an employee under the State of Ohio retirement system, an employee will be entitled to a payout of twenty percent (20%) of his/her accrued sick leave. The rate of pay shall be the employee's then existing hourly rate. Unused sick leave will not be paid to an employee who is either resigning or being discharged.

SECTION 19.4: The Township and employees will comply with the Family and Medical Leave Act and Family and Medical Leave Act policies established by the Township.

ARTICLE 20 HOLIDAYS

SECTION 20.1: All Association members shall receive ten (10) paid full holidays each year, provided the employee works the immediately preceding and following work day unless otherwise excused from work on either of these days by the Public Works Director or his/her designee.

The following six (6) holidays will be observed as scheduled:

- New Year's Day – January 1st
- Memorial Day – Last Monday in May
- Independence Day – July 4th
- Labor Day – 1st Monday in September

- Thanksgiving Day – 4th Thursday in November
- Christmas Day – December 25th

The following four (4) holidays may be observed as scheduled or taken in lieu of the day after Thanksgiving or the day after Christmas. Each Association member shall submit his/her selection to the Public Works Director or his/her designee by December 15th of the year preceding the request.

- Martin Luther King Day – 3rd Monday in January
- Presidents Day – 3rd Monday in February
- Columbus Day – 2nd Monday in October (celebrated the day after Thanksgiving)
- Veterans Day – November 11th

In addition, all Association members shall receive any day designated by the Governor of State of Ohio or the President of the United States as a state or national holiday, day or mourning, or the like which is intended to be observed by private sector and public sector employees generally rather than state or federal government employees specifically provided that the employee is a regular full time employee.

Employees who resign or are discharged shall receive payment for all legal holidays up to the date of termination.

SECTION 20.2: When any holiday falls on a Sunday, the Monday immediately following shall be observed. When any holiday falls on a Saturday, the Friday immediately preceding shall be so observed. This provision shall apply only to employees whose regularly scheduled off days are Saturday and Sunday.

ARTICLE 21

RESPONSIBILITY FOR ADMINISTRATION AND INTERPRETATION

SECTION 21.1: The Township Administrator or his/her designee shall be responsible for administering the pay plan for all positions. He/she shall be responsible for working out arrangements which will assure the administration of the plan for all employees on an equitable basis.

SECTION 21.2: The Township Administrator or his/her designee shall be responsible for interpreting the applications of the plan to pay problems which are not specifically covered by this Agreement using the principles expressed herein as a policy guide.

ARTICLE 22

HEALTH INSURANCE

SECTION 22.1: Health, dental, and life insurance benefits as determined by the Board of Trustees shall be provided for each regular employee who is scheduled to work forty (40) hours per week on a regular basis. This plan shall be known as the “Base Plan.” Insurance benefits, deductibles, and Township contributions to a Health Savings Account will be the same as it is for all other Township Employees.

SECTION 22.2: The Township, at its sole discretion, may offer one or more additional plans with different benefits, deductibles and co-pays in addition to the Base Plan. The Township may offer additional coverage as an option for Employees who prefer additional benefits. These plans shall be known as Premium Plan(s). The Township may also offer plans with lower benefits as an option to Employees who prefer lower premium share cost. Covered Employees shall pay a premium share as follows:

Plan	1/1/2017 – 12/31/2019
Value Plan(s)	10%
Base Plan	Up to 15%
Buy-up Plan(s)	Up to 15% of Base Plan total cost share plus 100% of the difference between the Base Plan and Buy-up Plan cost.

SECTION 22.3: No monetary allowance shall be paid to an employee in lieu of direct payment of insurance premiums by the Township. Eligible employees may elect to enroll in the Township’s group plan for health and dental care benefits but may not elect to receive monetary compensation in lieu of Township payment of insurance premiums.

ARTICLE 23

UNIFORMS

SECTION 23.1: Employees of the Public Works Department will be provided uniforms, including pants, two types of shirts, and jackets, embroidered with Delhi Township emblems. Three changes of uniforms, cleaning and maintenance, and replacement due to normal wear shall be provided. All of the above is at no cost to the employee. The colors shall be at the discretion of the Public Works Director or designee. If needed, the Township will supply each employee with up to two pair of work boots per year. The Public Works Director or designee shall have the authority to mandate the style and brands of boots. At his/her option, an employee may be supplied with one pair of coveralls in lieu of one of the pairs of boots.

ARTICLE 24

SEVERE WEATHER WORK POLICY

SECTION 24.1: The Public Works Director or designee will be responsible for determining work procedures to be followed to aid Association members from being overexposed to severe cold or otherwise inclement weather.

SECTION 24.2: In order to promote safety, the Public Works Director or designee shall have the authority to excuse employees from the remainder of their shifts due to anticipated severe weather. Employees so excused are expected to utilize this time to rest and prepare for the emergency overtime associated with severe weather. If an Employee is sent home for a mandatory rest period and is not called back to work by the Township before the start time of his/her next regularly scheduled work day, the Employee will not incur a loss of wages for the regularly scheduled hours not worked. If an Employee is sent home for a mandatory rest period

and does not return when called back to work by the Township before the start time of his/her next regularly scheduled work day, the Employee will incur a loss of wages for the regularly scheduled hours not worked.

SECTION 24.3: All employees must be available for emergency overtime as determined by the Public Works Director or designee. In the event that an employee fails to show for an emergency overtime event and does not have an excusable absence, the employee will be subject to discipline, up to and including discharge.

ARTICLE 25

SENIORITY

SECTION 25.1: Seniority shall not be the governing factor in determining layoff of employees, except as specifically stated herein below. Layoff of employees shall be made in inverse order of a current rating of employees determined on the basis of performance evaluations or other pertinent data pertaining to service in the classification and in the department or other organizational unit involved in the layoff. If it is found that two or more persons in the organization unit in which layoff is to be made have equal ratings determined on the basis of performance evaluations or other pertinent data, the order of layoff in such cases of tie shall be in the inverse order of the employees' most recent full time hire date.

ARTICLE 26

WAGE INCREASES, JOB CLASSIFICATIONS, AND LONGEVITY PAY

SECTION 26.1: Effective on the first day of the pay period that includes the effective date of this Agreement, the pay levels for all bargaining unit employees shall be:

Service Worker I			
	2020	2021	2022
	3%	2%	2%
1 st step	\$19.55	\$19.94	\$20.34
2 nd step	\$20.55	\$20.96	\$21.38
3 rd step	\$21.59	\$22.02	\$22.46
4 th step	\$22.69	\$23.14	\$23.60
5 th step	\$23.83	\$24.31	\$24.80

Service Worker II			
	2020	2021	2022
	New	2%	2%
1 st step	\$23.83	\$24.31	\$24.80
2 nd step	\$24.79	\$25.29	\$25.80
3 rd step	\$25.78	\$26.30	\$26.83
4 th step	\$26.81	\$27.35	\$27.90
5 th step	\$27.88	\$28.44	\$29.01

	Mechanic I		
	2020 3%	2021 2%	2022 2%
1 st step	\$21.91	\$22.35	\$22.80
2 nd step	\$23.04	\$23.50	\$23.97
3 rd step	\$24.28	\$24.77	\$25.27
4 th step	\$25.49	\$26.00	\$26.52
5 th step	\$26.70	\$27.23	\$27.77

	Mechanic II		
	2020 Adjusted	2021 2%	2022 2%
1 st step	\$27.77	\$28.33	\$28.90
2 nd step	\$28.89	\$29.47	\$30.06
3 rd step	\$30.04	\$30.64	\$31.25
4 th step	\$31.24	\$31.86	\$32.50
5 th step	\$32.84	\$33.50	\$34.17

*Subject to reorganization/revision of job descriptions as determined by the Township.

SECTION 26.2: An employee must receive a rating of “Meets Expectations” or higher on his/her annual performance evaluation in order to advance to the next pay level.

SECTION 26.3: The Public Works Director, at his/her discretion, may hire a new employee at a level up to step three, depending on the individual’s experience, skills, and education.

SECTION 26.4: LONGEVITY PAY - The Township agrees to pay each employee who has at least twenty four (24) months of service with the Township a longevity pay amount equal to five dollars (\$5.00) per month for each month of service in excess of twenty four (24) months. The maximum limit paid will be one thousand five hundred dollars (\$1,500.00). Longevity pay shall be paid once each year on the last payday in June. Should an employee terminate his/her employment between April 30th and the normal issuance of longevity checks, that employee’s payment will be made along with his/her final paycheck.

Section 26.5: SALARY DIFFERENTIAL - A Service Worker who is required to accept the responsibilities and fill the position of Temporary Crew Leader for an entire workday, eight (8) hours, shall be compensated an additional 10% over his/her regular hourly rate for the entire time the Service Worker is on the job filling the position. The Temporary Crew Leader assignment shall be mandatory and rotated at the discretion of the Director of Public Works or his/her designee. The Temporary Crew Leader would supervise a two (2) or more person crew on daily job assignments. The Temporary Crew Leader must be responsible for safety, job function, paperwork, material, and time management.

ARTICLE 27

DRUG AND ALCOHOL TESTING

SECTION 27.1: Employees required to possess, or being considered for hire with need to possess, a commercial driver's licenses shall submit to substance abuse testing as required by the U. S. Department of Transportation. Administration of this program shall be governed by the guidelines set up by the federal government.

ARTICLE 28

NON-DISCRIMINATION

SECTION 28.1: Neither the Township nor the Union shall interfere with the rights of employees covered by this Agreement to become or not become members of the Union. There shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status. The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit.

SECTION 28.2: Wherever the male gender is used in reference in this Agreement, it shall be construed to include male and female.

ARTICLE 29

SAVINGS CLAUSE

SECTION 29.1: This Agreement is subject to all future and existing applicable state laws and Township resolutions, and if any provision(s) contained herein is contrary to the above, such provision(s) herein contained shall automatically be terminated.

SECTION 29.2: Should any article, section, or portion of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific article, section, or portion of the Agreement. The parties will meet and discuss the abrogated provision. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 30

GENERAL PROVISIONS

SECTION 30.1: The Association and the Township acknowledge that during the negotiations which preceded this Agreement, each had the unlimited opportunity to make demands or proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the agreements arrived at by the Association and the Township after the exercise of such opportunity are all set forth in this Agreement. All other areas or matters are not part of this Agreement. Therefore, unless a written provision of this Agreement specifically requires otherwise, the Association and the Township each unqualifiedly waives the right and each agrees that the other shall not be obligated during the time period covered by this Agreement to negotiate with the other with respect to any subject or matter raised in said negotiations but not covered in this Agreement or with respect to any subject or matter referred to or covered in this

Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, or with respect to any subject or matter not raised in negotiations, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time of the negotiations and/or the date this Agreement was executed.

SECTION 30.2: This Agreement is the entire agreement between the Association and the Township. It may be modified or amended during its term only as the result of a mutual voluntary action by each of the parties which has been reduced to writing and is signed by both the Association and the Township.

ARTICLE 31

EXPIRATION

SECTION 31.1: Unless otherwise provided herein, this Agreement shall become effective on January 1, 2020, and shall remain in effect until the expiration of this Agreement at 11:59 PM on December 31, 2022.

SECTION 31.2: If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested to the respective address in the section below.

SECTION 31.3: If either party desires to extend this Agreement for an additional ninety-one (91) calendar days, it shall give written notice of such intent no earlier than one hundred 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 notice shall be by certified mail with return receipt requested to the respective address below:

NOTICE TO THE BARGAINING UNIT:
Delhi Township Road Department Employees Association
665 Neeb Road
Cincinnati, OH 45238

NOTICE TO THE TOWNSHIP:
Delhi Township Administrator
934 Neeb Road
Cincinnati, OH 45233

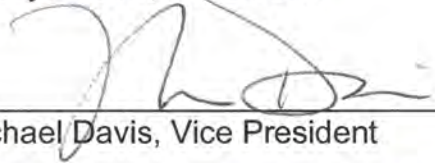
SECTION 31.4: If the employee contribution percentage rate for health insurance for non-organized Township employees should increase, Section 22.2 may be re-opened for ninety (90) days prior to January 1, 2020 at the request of either party; which shall be made at least thirty (30) days before the re-opener period. The re-opener shall not apply to any other Articles or Sections of this Agreement. The remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 18th day of December, 2019.

FOR THE DELHI TOWNSHIP
BOARD OF TRUSTEES
ASSOC.



Cheryl Sieve, President



Michael Davis, Vice President

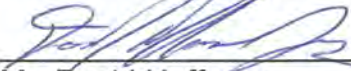


Rosanne Stertz, Trustee

FOR THE DELHI TOWNSHIP ROAD
DEPARTMENT EMPLOYEES



Mr. Mike Lipps
Negotiating Team Member



Mr. David Huffman
Negotiating Team Member



Mr. Bradley Padur
Negotiating Team Member

APPROVED AND JOURNALIZED at a regularly scheduled meeting of the Delhi Township Board of Trustees on December 18, 2019 by Resolution Number 204.