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AGREEMENT BETWEEN

CANFIELD TOWNSHIP

AND THE

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 377

Effective May 1, 2010

through

April 30, 2013

STATE EMPLOYMENT RELATIONS BOARD
2012 FEB -6 P 2: 16

41

TABLE OF CONTENTS

Article		Page
	Preamble/Purpose	1
Article 1	Recognition	1
Article 2	Union Activity/Representation	1
Article 3	Dues Deduction/Fair Share	2
Article 4	Bulletin Boards	3
Article 5	Labor/Management Meetings	4
Article 6	Probationary Periods	5
Article 7	Waiver in Case of Emergency	5
Article 8	Mid-Term Bargaining	5
Article 9	Severability	5
Article 10	Discipline	6
Article 11	Grievance and Arbitration Procedure	7
Article 12	Seniority	10
Article 13	Vacancies and Job Bidding	11
Article 14	New Job Titles/Classifications	12
Article 15	Layoff and Recall	12
Article 16	Hours of Work	13
Article 17	Overtime/Call-Out	14
Article 18	Part-Time Employees	14
Article 19	Sick Leave	14
Article 20	Funeral Leave	16
Article 21	Anniversary Date and Vacation Period	17
Article 22	Holidays	18
Article 23	Court Appearances/Jury Duty	19
Article 24	No Strike/No Lockout	19
Article 25	Nondiscrimination	19
Article 26	Wages	20
Article 27	Benefit Clause	20
Article 28	Pension	21
Article 29	Longevity	21
Article 30	Health and Safety	21
Article 31	Management Rights	22
Article 32	Work Rules	23
Article 33	CDL Allowance	23
Article 34	Clothing Allowance	23
Article 35	Alcohol and Drug Testing Policy	23
Article 36	Leave of Absence Without Pay	23
Article 37	Duration	24
	Signature Page	25
	Appendix A, Wage Schedule	26
	Side Letter 1, Hiring Process	28

TABLE OF CONTENTS

Article **Page**

Side Letter 2, Hours of Work/Lunch Period 29
Side Letter 3, Vacation Accrual Schedule for Current FT Employees 30
Side Letter 4, Signing Bonus 31
Side Letter 5, Wage Schedule Administration 32
Side Letter 6, Pension Pickup 33
Side Letter 7, Longevity Administration 34
Side Letter 8, Reemployment of Laid Off Personnel 35
Side Letter 9, Assistant Public Works Foreman Position 36
Side Letter 10, Public Works Foreman Succession 37
Side Letter 11, Retire/Rehire Option 38

PREAMBLE/PURPOSE

Section 1. Parties. This Agreement is made and entered into by and between the Board of Canfield Township Trustees, hereinafter referred to as the "Township" or "Employer" and Teamsters Local Union 377, Canfield Township Union, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter referred to as the "Union."

Section 2. Purpose. It is the purpose and scope of this Agreement to promote cooperation and understanding between the Township and Union, to ensure collective bargaining pursuant to state law, to establish wages, hours, working conditions and other terms of employment consistent with the availability of funds, and to provide procedures for prompt and equitable adjustment of grievances to the end that there will not occur interruptions of work, work stoppages, strikes, lockouts, or other interference with services during the term of this Agreement.

ARTICLE 1
RECOGNITION

Section 1. The Township hereby recognizes the Union as the sole and exclusive bargaining agent of all full-time and regular part-time employees of the Canfield Township Board of Trustees for the purpose of collective bargaining as certified in SERB Case Number 99-REP-04-0097 or as subsequently amended.

Section2. Included. The following classifications are included in the unit:

1. Assistant Public Works Maintenance Foreman
2. Public Works Maintenance Worker
3. Zoning Inspector
4. Deputy Zoning Inspector
5. Clerical Specialist
6. Operations Support Specialist

Section 3. Excluded. The Public Works Foreman, Administrative Assistant to the Board of Trustees, and all management, supervisory, confidential, seasonal, temporary, intermittent, professional, and other employees not specifically included in Section 2, are excluded.

ARTICLE 2
UNION ACTIVITY/REPRESENTATION

Section 1. Union Activity. There shall be no Union activity on Township time, except as provided for by this Agreement and approved by the Employer or its designated representative. The Union will not solicit membership in the Union or distribute literature among employees during their working hours.

Section 2. Stewards. The Union shall have the right to appoint a Steward and an Alternate Steward from the Union who shall be authorized to represent the Union in matters covered by

this Agreement. The names of those persons appointed to act as the Union Steward and Alternate Steward shall be certified to the Employer in writing.

Section 3. Union Time. The Steward or Alternate shall be entitled to sixteen (16) hours of time off with pay within the calendar year to attend association collective bargaining matters. The Steward or Alternate shall provide reasonable notice of the date and time of when this leave is being requested. The usage of such leave shall occur upon the approval of the immediate supervisor, subject to department work requirements and operational need.

Section 4. Union Representation. Stewards will be provided reasonable time off, without loss of pay, to conduct activities related to Union representation during regular work hours (i.e., investigation and presentation of grievances, attending grievance meetings, labor management meetings). Additional time may be granted, with prior approval of the Employer. The decision to grant such time is strictly discretionary, and under no circumstances shall such time interfere with the efficient operations of the Township.

ARTICLE 3
DUES DEDUCTION/FAIR SHARE FEES

Section 1. Union Membership. All employees electing to hold membership in the Union shall execute an authorization for dues deductions on a form provided by the Union.

Section 2. Dues Deduction. The Employer agrees to deduct monthly dues and/or back dues amounts, assessments and initiation fees as designated by the Union in writing. This is to include the uniformly required membership dues of the Union and the same as to authorized assessments of the Union. The deductions by the Township are to be made on the authority of signed check-off cards. These cards are to be signed by each member. The Township will send Union dues to the Teamsters within ten (10) days of the first pay of each month. The individual Union shall defend and indemnify the Township against any claims or demands against it arising out of the above deductions.

Section 3. Fair Share Fees. In recognition to the Union's services as the bargaining representative, all members of the bargaining unit shall either be members of the Union or share in the financial support of the Union by paying a service fee. The assessment and collection of all fair share fees, including but not limited to automatic payroll deductions, shall be in accordance with Ohio Revised Code, Section 4117.09(C). During the life of this Agreement, the Township shall deduct fair share/service fees levied by the Union from the pay of each employee. The deduction shall be transmitted to the Union no later than ten (10) days following the end of the first pay period of each month. The Union shall defend and indemnify the Township against any and all claims or demands against it arising out of this deduction.

Section 4. Fair Share Fee Deduction Procedure. All covered employees in the bargaining unit who sixty (60) days after the date of their hire are not dues paying members shall pursuant to law pay a fair share fee to cover each employee's prorata share of: (1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and other disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the

bargaining unit covered by this Agreement. The fair share fee amount shall be certified to the Township by the treasurer of the local Union, in writing.

The deduction of the fair share fee from the earnings of the covered employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of the fair share fee amount shall be made in accordance with the information, in writing, given to the Employer as to the amount designated to be paid by the employees who are subject to paying the fair share fee under this contract. All disputes concerning the amount of the fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure. The Union will notify all members of the bargaining unit of its internal rebate procedure. In doing this the employees will be advised of the procedure or procedures that provide for a rebate of expenditures that are used in support of partisan politics or ideological causes not germane to the work of the employee organization in its collective bargaining with the Township.

Section 5. Indemnification. The Union shall defend and indemnify the Township against any and all claims and demands against it arising out of the fair share fee deduction procedures. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, except as herein provided, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from 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. The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues deductions.

ARTICLE 4
BULLETIN BOARDS

Section 1. The Township agrees to provide a glass-enclosed bulletin board for Union notices.

Section 2. All notices which appear on the bulletin board shall be posted by a Union official/steward in the bargaining unit during non-working time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

A. Union recreational and social affairs;
B. notice of Union meetings;
C. Union appointments;
D. notice of Union elections;
E. results of Union elections;
F. reports of standing committees and independent arms of the Union; and
G. legislative reports.

All other notice of any kind not covered in "A" through "G" above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

A. personal attacks upon any other member or any other employee;
B. scandalous, scurrilous, or derogatory attacks upon the administration;
C. attacks on and/or favorable comments regarding a candidate for public office.

ARTICLE 5
LABOR/MANAGEMENT MEETINGS

Section 1. In the interest of sound labor/management relations, within fourteen (14) calendar days of a written request of either party and/or on a mutually agreed day and time, the Employer/designee shall meet with not more than two (2) representatives of the Union to discuss those matters addressed in Section 2. Additional representatives may attend by mutual agreement.

Section 2. An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting. The parties shall also supply the names of those representatives who will be attending. The purpose of such meetings shall be to:

A. Notify the Union of changes made by the Employer which affect bargaining unit members;

B. Discuss the grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;

C. Disseminate general information of interest to the parties;

D. Discuss ways to increase productivity and improve efficiency;

E. Give the Union representatives the opportunity to share the views of their members; and

F. To consider and discuss health and safety matters relating to employees.

Section 3. If special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible. Union employee representatives shall not suffer any loss of straight time pay during attendance at such meetings during their scheduled working hours. Attendance at such meetings during non-scheduled hours shall not be compensated.

Section 4. Labor/management meetings are not generally intended to be negotiation session(s) to alter or amend the basic agreement. Nothing in this article shall prevent the parties from informally resolving matters of immediate concern. Subjects of immediate concern to the Union, which are not the proper subject of a grievance as defined herein, shall be brought to the attention of the Employer/designee. Subjects of immediate concern to the Employer shall be brought to the attention of the Union steward.

ARTICLE 6
PROBATIONARY PERIODS

Section 1. Initial Hire. Each newly hired employee shall serve a probationary period of six (6) calendar months during which the Township may discharge the employee without cause or explanation of the reasons thereof. Neither the employee nor the Union shall have recourse to the grievance procedure or to any administrative agency or a court of law to challenge a discharge during the probationary period.

Section 2. Promotion. Newly promoted employees to bargaining unit positions shall be required to successfully complete a probationary period. The probationary period for such employees shall begin on the first day of work and shall continue for a period of three (3) calendar months. A newly promoted employee may be returned to his prior position at any time during the probationary period and shall have no appeal over such decision.

ARTICLE 7
WAIVER IN CASE OF EMERGENCY

Section 1. In case of national, state, or local emergency, all employees are subject to immediate action as required, and all provisions of this Agreement may be suspended, except those provisions establishing rates of compensation, including overtime.

Section 2. Time Period. Upon the ending of the disastrous or emergency event giving rise to the suspension of the Agreement, reimplementation of the Agreement will immediately begin, but there shall be a grace period, not to exceed seven (7) days, in which all suspended terms of the Agreement shall be implemented.

ARTICLE 8
MID-TERM BARGAINING

Section 1. Mid-Term Bargaining. If the Employer is contemplating any changes that would affect the wages, hours, and/or conditions of employment not otherwise provided for in this contract, and provided that such action requires the Employer to bargain with the Union, then the Employer, prior to making such change, shall inform the Union of said proposed change and negotiate with the Union concerning the effects of such change. In the event that the parties are unable to reach agreement, the Employer may implement the change and the Union shall have the ability to grieve the reasonableness of the Employer's decision.

ARTICLE 9
SEVERABILITY

Section 1. If, during the term of this Agreement, any provision herein is declared null and void by a court or administrative authority, then all other provisions of this Agreement shall remain in full force and effect for the duration of the term of this Agreement.

Section 2. In the event any provisions of this Agreement are declared null and void, the parties shall meet within two (2) weeks for the purpose of negotiating a lawful alternative provision. In

the event the parties are unable to negotiate an alternative provision on this matter, then either party may serve notice to reopen on that matter in accordance with O.R.C. 4117.

ARTICLE 10
DISCIPLINE

Section 1. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. No employee shall be reduced in pay or position (including working suspensions), fined (i.e., forfeiture of accrued leave), suspended, discharged, or removed except for grounds stated in Section 2 of this article. Forms of disciplinary action are:

1. Letter of instruction and cautioning.
2. Written reprimand.
3. Suspension without pay. At the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
4. Suspension of record (i.e., paper suspension).
5. Fines (i.e., forfeiture of accrued leave).
6. Reduction in pay or position.
7. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2. Grounds for Discipline. Incompetency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, any conduct unbecoming a representative of the Employer, violations of Township or department work rules, policies, procedures, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 3. Predisciplinary Meeting. Whenever the Employer determines that an employee may be suspended, reduced in pay or position, or terminated, a predisciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the employee and the Union in writing of the charges against the employee and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held not sooner than twenty-four (24) hours, between management and the employee.

The employee may be accompanied by a Union steward or officer during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

Section 4. Disciplinary Appeals. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within seven (7) calendar days from receipt of the notice of discipline by the employee. Disciplinary actions not involving a loss in pay may be appealed through the grievance procedure, but are not subject to the arbitration procedure.

Section 5. Disciplinary Notice. An employee that is disciplined will be provided with a written notice of such action, with a copy given to the Steward.

Section 6. Disciplinary Records. Records of disciplinary action shall cease to have force and effect for purposes of future discipline matters, provided that there has been no other intervening discipline, according to the following schedule:

Letters of Instruction and Cautioning and Written Reprimands	twelve (12) months
Suspensions, Reductions, and Demotions	twenty-four (24) months

Section 7. Disciplinary Investigations/Anonymous Complaints. The parties agree that no disciplinary action shall be taken against an employee on the basis of an anonymous complaint until such time as an investigation is made into the allegation.

Section 8. Discipline for Accidents. The parties agree that unintentional damage to equipment will not serve as the basis for discipline, unless the incident involves a disregard for proper operational procedures or pattern negligence on the part of the employee.

ARTICLE 11
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition. A grievance is defined as a specific allegation that there has been a breach, misinterpretation, or misapplication of the specific and express terms of this Agreement.

Section 2. Grievance Contents. All grievances shall be filed in writing on a form provided by the Union and shall contain the following information:

1. Date and time grievance occurred.
2. Description of incident giving rise to the grievance.
3. Articles and sections of the agreement involved.
4. Relief requested.
5. Signature of the employee.

Section 3. Group Grievances. Any member of the bargaining unit or the Union may file a grievance. Where a group of bargaining unit members desires 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 a group shall process the grievance. Such grievance shall be defined as a group or class action grievance. The names of each member along with their respective signatures on behalf of whom the grievance is filed shall be affixed to the grievance form. Should the Union file a group grievance, it will specify the affected employees or group of

employees on the grievance form. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

Section 4. Time Limits. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. The aggrieved may withdraw a grievance at any point with the approval of IBT 377 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 not answered by the Employer or his designee within the stipulated time limits provided herein shall be deemed to have been answered in the negative and advanced to the next step of the procedure. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer or default rejection, if applicable, at the last completed step.

Time limits set forth herein may only be extended by mutual agreement of the parties, and are to be strictly enforced. An arbitrator is without authority to render any decision involving a grievance that does not conform to the parties' negotiated time limits.

Section 5. Disciplinary Grievances. Disciplinary grievances involving suspension, reduction in pay or position, or discharge are to be appealed directly to Step 2 of the grievance procedure as specified in this article. All other grievances related to disciplinary action are to be filed at Step 1.

Section 6. Procedure. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. The following steps are to be followed in the processing of a grievance.

Step 1. Within seven (7) calendar days of the incident giving rise to the grievance, the aggrieved employee shall submit his written grievance to the department head/designee, who shall indicate the date and time of receipt of the grievance and affix his signature to the grievance form. The department head shall schedule a meeting to discuss the grievance and respond in writing to the grievant within seven (7) calendar days of receipt of the grievance.

Step 2. A grievance unresolved at Step 1 may be submitted by the grievant to the Employer/designee within seven (7) calendar days of receipt of the Step 1 answer. The Employer/designee shall either deny the grievance or schedule a meeting with the grievant and a representative(s) of the Union within fourteen (14) calendar days of submission of the grievance to Step 2. If a meeting is held, the Employer/designee shall provide a written response to the grievant within fourteen (14) calendar days of such meeting.

Grievances unresolved at Step 2 may be submitted to arbitration upon request of the Union in accordance with the provisions of this article. At any time after the Step 2 answer, the parties may mutually agree to mediate the dispute using the Federal Mediation and Conciliation Service (FMCS).

Step 3. Arbitration. The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 2, the Union shall notify the Employer, in writing, of its intent to seek

arbitration of an unresolved grievance and by submitting a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) Ohio Resident, National Academy Certified arbitrators within twenty (20) days of the date of the letter of intent, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 2 reply.

Section 7. Selection of the Arbitrator. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. In the event that a party fails to return a ranked list to FMCS within the specified time period, the other party shall have his top preference appointed. Each party shall have the right to reject one (1) panel of arbitrators.

Section 8. Hearing and Decision. The arbitrator shall conduct a hearing on the grievance within the time allotted by FMCS. The principals of the grievance will be afforded at hearing an opportunity to present their respective cases. Upon the close of the hearing, the arbitrator shall render a decision that will be final and binding on the parties.

The arbitrator shall be bound by the language of this contract and shall have no jurisdiction or authority to add to, subtract from, amend or in any way modify any of the terms or provisions of this contract. The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this agreement, and shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or applicable laws;

2. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations established by the Employer so long as such practice, policy, or regulations do not conflict with this agreement.

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 part of this agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no more than seven (7) days prior to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

Section 9. Arbitrability. The question of substantive arbitrability may be raised by either party before the arbitration hearing 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 grievance is substantively arbitrable. If the arbitrator determines the grievance is within the purview of substantive arbitrability, he will make a determination on the merits of the grievance.

Section 10. Arbitration Expenses. The expenses and charges of obtaining the list shall be borne by the party requesting it. The expenses of the arbitration hearing/arbitrator's fees shall be split equally by the parties. The expense and compensation of any court reporter or transcript shall be borne by the party requesting them, or split equally if both parties make the request. Witness expenses shall be borne by the party calling the witness. Employee witnesses shall suffer no loss in straight time pay.

Section 11. Arbitration Awards/Settlements. Arbitration awards and pre-arbitration settlements shall be final and binding on the Employer, the Union, and the grievant(s) subject to the provisions of the Ohio Revised Code.

ARTICLE 12
SENIORITY

Section 1. Definitions.

A. Total Seniority. Total Seniority is defined as the length of continuous uninterrupted full-time service with the Canfield Township Board of Trustees.

B. Department Seniority. Department Seniority is defined as the length of continuous uninterrupted full-time service within a specific department under the control of the Canfield Township Board of Trustees. For purposes of Departmental Seniority, there currently exist the Road Department, Zoning Department, and Administrative Department under Board of Trustees, as the appointing authority. An employee that transfers from one department to another shall be deemed to have broken his departmental seniority and be placed at the bottom of the departmental seniority list.

C. Classification Seniority. Classification seniority is defined as the length of continuous uninterrupted full-time service in a specific bargaining unit job classification. An employee that transfers from one job classification to another shall be deemed to have broken his classification seniority and be placed at the bottom of the classification seniority list.

D. Bargaining Unit Seniority. Bargaining unit seniority is defined as the length of continuous uninterrupted full-time service in a job classification or classifications included within this bargaining unit. An employee that transfers from a bargaining unit job classification to a non-bargaining unit job classification shall have his bargaining unit seniority broken, except as provided for in Side Letter #10, Public Works Foreman Succession.

Section 2. Break in Total Seniority. Total Seniority is broken by:

A. Voluntary termination (resignation);

B. Discharge without reinstatement;

C. Failure to return to work after layoff or any approved leave of absence within fourteen (14) days after notification to return by registered mail addressed to the employee's last address on Township records;

D. Failure to report for work for more than three (3) consecutive workdays without notice to the Employer;

E. Layoff in excess of five (5) years.

ARTICLE 13
VACANCIES AND JOB BIDDING

Section 1. Determination of Vacancy/Non-Bargaining Vacancies. In all instances the Employer shall determine whether or not a vacancy exists and whether or not it intends to fill a vacancy. The following procedure shall be used to fill those vacancies that the Employer determines needs to be filled within classifications covered by this Agreement.

For classifications not covered by this Agreement, this procedure shall not control; however, the Employer will attempt to provide written notice of the establishment of available non-bargaining unit job classifications or additional non-bargaining positions so that interested union members may apply for or submit resumes for those positions. When provided, written notice shall be directed to the union steward.

Section 2. Notice/Posting Period. Whenever the Employer determines that a vacancy exists in a job classification represented by the Union, and the Employer determines that it intends to fill the vacancy, a notice of the opening will be posted for twenty-one (21) calendar days within the department where the vacancy exists.

Section 3. Bidding Procedure. During the posting period, bargaining unit members in the Department where the vacancy exists shall have the opportunity to bid for the posted vacancy by submitting a written application for the position. Bids that are submitted outside of the posting period or where the applicant does not meet the minimum qualifications for the position as set forth in the job description/job posting shall not be considered.

Section 4. Vacancy Award. When the Employer determines that a vacancy award is to be made, it will award the position to the member possessing the greatest departmental seniority. In the event that no one in the department bids on the vacancy or new job, then the bid will be re-posted for twenty-one (21) calendar days to permit bargaining unit members from outside the department to bid on the position. For a reposted vacancy, the Employer will evaluate and determine which applicants, if any, are qualified, and award the vacancy to the applicant with the greatest bargaining unit seniority that is qualified for the position.

Section 5. External Hiring. If the Employer determines that no internal applicants are qualified to fill the vacancy or no one in the bargaining unit bids on the vacancy, it may be filled by a new full-time employee.

ARTICLE 14
NEW JOB TITLES/CLASSIFICATIONS

Section 1. Whenever the Employer creates a new job classification, or substantially restructures/redefines an existing job classification represented by the Union, it shall notify the Union of such action. Such notification shall state the job classification title, whether or not the new classification is to be included/excluded from the bargaining unit, a description of the duties for such classification, and the initial wage rate/schedule for such classification.

Section 2. Should the parties agree that the new classification is to be included in the bargaining unit, both the Employer and the Union shall file a joint petition to amend the bargaining unit with the State Employment Relations Board (SERB). The Union shall have the right, within thirty (30) calendar days from receipt of notice from the Employer, to file a notice to negotiate concerning the initial wage rate/schedule established by the Employer.

Section 3. Should the parties disagree on the inclusion/exclusion of the new or restructured/redefined classification in the bargaining unit, the Union or Employer may petition to amend/clarify the bargaining unit with the State Employment Relations Board (SERB). If SERB determines that the new classification is to be included in the bargaining unit, the Union may file a notice to negotiate concerning the initial wage rate or schedule established by the Employer within thirty (30) calendar days of that determination.

Section 4. If negotiations are initiated and the parties are unable to reach agreement, the issue may be submitted for resolution in accordance with R.C. 4117.

ARTICLE 15
LAYOFF AND RECALL

Section 1. Whenever the Employer determines that a reduction in force (i.e., layoff, furlough, reduction in hours, job abolishment) is necessary due to any circumstances, employees shall be subject to reduction according to the procedures of this article.

Section 2. Notice. Whenever the Employer determines that a reduction in force (i.e., layoff, furlough, reduction in hours, job abolishment) is necessary, the Employer shall notify the affected employee(s) in writing at least fourteen (14) calendar days prior to the date of the reduction.

Section 3. Procedure. Whenever the Employer determines that a reduction in force is to be made within the bargaining unit, it shall occur by department seniority within the affected classification. Department seniority is calculated in accordance with Article 12, Seniority. The member with the least amount of department seniority in the affected classification shall be reduced first. An employee who is reduced may utilize his bargaining unit seniority to displace an employee with less bargaining unit seniority in another bargaining unit classification provided that he is qualified to perform the essential functions of the position. Within the affected classification, prior to laying off a regular full-time bargaining unit member, the Employer will first layoff all temporary, seasonal, and part-time employees. An employee subject to layoff under this article shall continue to accrue his bargaining unit, departmental, and classification

seniority, but shall not accrue total seniority since such time is based upon active service with the Employer.

Section 4. Recall. A bargaining unit member laid off under this article shall remain on the layoff list for five (5) years. When the Employer determines that it wishes to recall laid off members of the bargaining unit, the Township shall recall from that list in reverse order in which the member was laid off. Employees shall be given fourteen (14) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

ARTICLE 16
HOURS OF WORK

Section 1. This article is intended to define the normal hours of work per day or per week. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or from establishing part-time positions. This article is intended to be used as the basis for computing overtime eligibility and shall not be construed as a guarantee of work per day or per week.

Section 2. Work Scheduling. The Union acknowledges that it is the management right of the Employer to schedule and/or adjust work schedules to meet the operational needs of the Township.

Section 3. Workweek Defined. Each employee's work schedule shall be determined by the Employer. The normal work week for full-time bargaining unit employees shall consist of forty (40) hours of work during a seven (7) day, one hundred sixty-eight (168) hour period, established by the Employer. The work week for full-time personnel shall normally consist of five (5) consecutive eight (8) hour days from Monday through Friday, scheduled during the course of this seven (7) day period. Nothing in this provision precludes the Employer from adopting an alternative schedule varying the length of the workday based on its operational needs (e.g., seasonal hours, special projects, etc.), provided that the seven (7) day, one hundred sixty-eight (168) hour period shall not be adjusted for the purpose of avoiding overtime payments.

Should the Employer determine that an alternative schedule is to be utilized, it shall determine the classifications necessary and the allocation of personnel within each classification on each shift. After determining such, full-time members within the applicable classification shall be permitted to select their shift preference based upon their bargaining unit seniority.

Section 4. Workday Defined. The regular hours of work shall be established by the Employer, subject to its operational needs. During the course of a normal workday, each employee shall be provided with one (1) paid fifteen (15) minute break for every four (4) hours of work, and for one unpaid thirty (30) minute lunch period to be normally scheduled during the middle of the shift.

ARTICLE 17
OVERTIME/CALL-OUT

Section 1. Overtime. All overtime will be paid according to the Fair Labor Standards Act (FLSA). Bargaining unit members shall be entitled to receive one and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of the employee's scheduled work shift and forty (40) hours during the standard seven (7) day, one hundred sixty-eight (168) hour work week established previously.

Section 2. Rate of Pay for Holiday Work. In addition to any compensation that the employee is eligible to receive for a recognized holiday under the parties' Agreement, a full-time employee shall receive one and one-half (1 1/2) times his hourly rate for all hours actually worked on a recognized holiday under the parties' agreement.

Section 3. Minimum Call-Out. A full-time employee called out to work during a time period that is not contiguous to the beginning or ending of his regularly scheduled shift shall be paid a minimum of three (3) hours at the applicable rate. The minimum three (3) hour term does not apply to call-out situations during the term prior to the beginning of the employee's regular starting time or at end of the employee's scheduled workday. In those instances, the employee will receive payment, at the applicable rate, for those hours actually worked.

ARTICLE 18
PART-TIME EMPLOYEES

Section 1. Definition. Regular part-time employees shall be defined as those employees who: (1) are hired by the appointing authority and designated as a regular part-time employee and (2) are generally scheduled according to the operational needs of the Employer for less than forty (40) hours per workweek. Regular part-time employees do not become full-time by virtue of working in excess of forty (40) hours in a given workweek.

Section 2. Benefits. Part-time employees covered by this Agreement shall not be eligible for any benefits except as are explicitly provided in this Agreement.

Section 3. Waiver of Hour Limitation/Definition/Benefits. The parties explicitly waive the requirements of R.C. 505.60 with respect to definition that a part-time employee is hired with the expectation of not working more than one thousand five hundred (1,500) hours annually and any claims for benefits contained therein or in R.C. 505.61. The parties explicitly agree that the definition of what constitutes a regular part-time employee and what benefits such personnel are entitled shall be governed by the explicit terms of this Agreement.

ARTICLE 19
SICK LEAVE

Section 1. Accrual. Each full-time employee shall be credited with ten (10) hours of sick leave for each completed month of service in active pay status up to a maximum of one hundred twenty (120) hours per year. "Active pay status" for the purposes of sick leave accrual, includes the following: all hours worked, paid vacation, paid sick leave, personal days, bereavement

leave, and holidays. It does not include unpaid leave, unpaid suspension, or layoff. Sick leave shall be accumulated without limit.

Section 2. Usage. Employees may use sick leave, upon approval by the Employer, which approval shall not be unreasonably denied for absence from regularly scheduled hours of employment for the following reasons:

A. Personal illness or injury of the employee.

B. Disability due to pregnancy of the employee or spouse.

C. Exposure to a contagious disease which could be communicated to other persons.

D. Illness or injury to a member of the immediate family of the employee. Immediate family for sick leave purposes shall be defined as spouse, parents, child, step-child residing in household, mother-in-law, father-in-law.

E. Examination of the employee or members of the employee's immediate family, including medical, psychological, dental, or optical examination, by an appropriate licensed practitioner which cannot be scheduled during non-work hours.

Section 3. Minimum Usage Increment. Sick leave shall be charged in minimum increments of one (1) hour. An employee shall be charged for sick leave only for hours which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 4. Notification. When an employee is unable to report to work due to illness or injury, he shall notify his immediate supervisor, or other designated person, prior to the start of his shift, if possible. Additionally, if the employee knows that the absence will exceed one (1) day, he will notify the Employer of that fact.

Section 5. Documentation. Employees shall furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate from a licensed practitioner stating the practitioner's opinion about the employee's ability to return to work and perform the essential functions of his job shall be required to justify the use of sick leave. An employee who is absent five (5) or more days shall at the Employer's request provide a physician's statement verifying the illness. An employee who is on extended sick leave under a physician's care shall at the Employer's request provide a statement from the physician verifying the illness. Upon returning to work the employee will furnish a physician's statement certifying their fitness to return to duty.

In addition to the certification of an employee's ability to return to work and perform the essential functions of his position, the certificate or statement must also state that the employee/member of his immediate family was examined, the date and time of such examination, that the employee cannot work or that the employee must take care of a member of the employee's immediate family, and the expected return date, if applicable. Falsification of

either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 6. Employer-Required Examination. If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed upon disability leave or disability separation.

Section 7. Sick Leave Conversion. At the time of retirement under the Ohio Public Employees Retirement System (OPERS) or death and having ten (10) years of full-time service with the Employer, employees may choose one (1) of the three (3) following leave conversion options:

A. An employee may be paid twenty-five percent (25%) of his unused accumulated sick leave, not to exceed fifty (50) days (400 hours); or

B. An employee with ten (10) years of active service may choose to cash out up to fifty percent (50%) of his unused accumulated sick leave hours (accumulated sick leave divided by two (2) = fifty percent (50%) of accumulated sick leave) at the time of election, to be paid in three (3) equal installments over the next three (3) years leading up to retirement. The remaining fifty percent (50%) shall remain on the books and will continue to accumulate each year as required in Section 1 in the event the employee needs them. In the unfortunate event an employee should die before reaching retirement, he shall be paid fifty percent (50%) of his remaining accumulated sick leave hours (i.e., an employee with 3000 hours receives 1500 hours total payment in 500 hour increments each year at his wage at the time of payment); or

C. An employee with twenty-seven (27) years of service under OPERS that has accumulated, banked, and maintained two thousand five hundred (2,500) hours of sick time may elect to receive payment for one hundred twenty (120) hours of combined sick leave and vacation leave earned in a given year at the rate of fifty percent (50%), provided that the employee submits to the Employer his notice of retirement to be effective within three (3) years and such notice is accepted by the Employer.

ARTICLE 20
FUNERAL LEAVE

Section 1. In the event of the death of a member of a full-time employee's immediate family, the employee will be eligible to receive three (3) consecutive days off with pay, or five (5) consecutive days with pay in the event of out-of-town travel over three hundred (300) miles, one of which must include the day of the funeral.

Section 2. Immediate Family Defined. Immediate family shall be defined as spouse, parents, child, step-child residing in household, mother-in-law, father-in-law, grandparents, grandchild,

brother, sister, brother-in-law, sister-in-law, aunt and uncle, niece or nephew and grandparents-in-law.

ARTICLE 21
ANNIVERSARY DATE AND VACATION PERIOD

Section 1. Eligibility. It is the intent of the parties to supersede R.C. 9.44. Vacation eligibility is based on years of continuous full-time service with the Employer. Full-time employees are entitled to vacation leave after one (1) year of continuous full-time service with the Employer.

Section 2. Accrual. For those full-time employees hired after January 1, 2010, full-time bargaining unit members shall accrue vacations according to the following schedule:

Years of Service	Annual Vacation	Days/Hours
Less than one (1) year	None	None
1-7 years	2 weeks	10 days/80 hours
8-15 years	3 weeks	15 days/120 hours
16-24 years	4 weeks	16 days/160 hours
25 years or more	5 weeks	25 days/200 hours

Full-time employees will be credited with the applicable amount of vacation leave upon their anniversary date for use during the following year.

Section 3. Usage. Full-time employees may take vacation leave to which they are entitled beginning the first full pay period following the date they complete the required years of service.

Section 4. Anniversary Date. After completing one (1) full-year of full-time service with the Township, that anniversary date shall become the employee's permanent vacation anniversary date.

Section 5. Vacation Carry-Over. Carry over of unused vacation shall be limited to one (1) year of carryover at which time the carried over vacation must be taken by the employee unless the Trustees, at their discretion, agree to an extended carry over.

Section 6. Vacation Rate of Pay. Vacation pay shall be paid at the regular hourly rate an employee works.

Section 7. Required Usage. An employee must take his vacation days within the time periods prescribed above and is not entitled to receiving payment for unused vacation in lieu of the vacation time except upon termination of employment.

Section 8. Scheduling. All requests for vacation leave are subject to the operational needs of the Employer; however, vacation requests shall not be unreasonably denied. Vacation requests shall be submitted in minimum increments of one-half (1/2) workday. For purposes of vacations, requested vacations shall be granted pursuant to department seniority for requests made prior to April 30th. Full week requests submitted during the request period shall take precedence over requests for less than that amount. Requests for vacation leave submitted during this period will be granted on the basis of seniority as described in Article 12.

After April 30th, employees may request vacation time should it be available and compatible with the operational needs of the Employer. Requests shall be acted upon on a first-come, first-served basis, except that where two (2) employees submit requests for the same day, at the same time, department seniority will prevail.

ARTICLE 22
HOLIDAYS

Section 1. Recognized Holidays. The following days are designated as paid, eight (8) hour holidays for full-time bargaining unit members. Bargaining unit members will receive eight (8) hours of holiday pay for each recognized holiday provided that they meet the eligibility criteria listed below and have been employed for at least six (6) consecutive months after original date of hire.

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Easter Sunday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Day

Section 2. When a holiday falls on Saturday, the Friday immediately preceding shall be observed as the holiday, and when a holiday falls on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 3. Eligibility. In order to be eligible to receive holiday pay as provided for in Section 1, an employee must work his regularly scheduled shift before and after the designated holiday. The Employer, at its sole discretion, may waive this section in individual circumstances. An employee will be considered to have worked his regularly scheduled shift for purposes of eligibility if he is utilizing paid leave, with the exception of sick leave, provided for under this Agreement.

Section 4. Each full-time employee, after one (1) year of service within their department, shall be entitled to four (4) personal days per year, thirty-two (32) hours pay at the regular rate an employee works.

ARTICLE 23
COURT APPEARANCES/JURY DUTY

Section 1. Court Appearances. Any employee who is required to appear in court at the request of the Employer or on behalf of the Employer shall be compensated at his regular hourly rate of pay for those hours spent appearing in court on behalf of the Employer.

Section 2. Jury Duty. An employee called for jury duty shall be granted time off for jury duty. The Township shall compensate the employee in the usual manner and accept from the employee the jury duty pay, thereby paying the difference between the employee's daily pay and the jury duty pay.

Section 3. Court Appearances Outside of Work Hours. Any employee who is required to appear in court at the request of the Employer or on behalf of the Employer outside of his regularly scheduled work day or on a scheduled day off will be compensated at time and one-half (1 1/2) his hourly rate.

ARTICLE 24
NO STRIKE/NO LOCKOUT

Section 1. No Strike. The Union hereby affirms and agrees that it will not either directly or indirectly call, sanction, encourage, finance, or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference involving the withholding of services from the Employer.

Section 2. In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union, and order all employees to return to work immediately.

Section 3. It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Employer and the public at large.

Section 4. No Lockout. The Employer agrees that it will not lockout employees.

ARTICLE 25
NON-DISCRIMINATION

Section 1. Union Membership/Affiliation. The Union agrees to represent all employees occupying classifications in the bargaining unit, irrespective of whether or not they are subject to a fair share fee or a formal member of the Union, without discrimination. There shall be no intimidation or coercion of employees into joining the Union or continuing their membership therein. There shall be no discrimination, interference, restraint or coercion by the Township

against any employee for his lawful activity on behalf of or because of his membership in the Union. There shall be no interference with the right of employees to become members or to continue as members in the Union.

Section 2. Gender Neutral. Within the provisions of this agreement, it is the intent of the parties that all references to gender specific terms (e.g., his, he, etc.) be construed to include the opposite sex.

ARTICLE 26
WAGES

Section 1. All full-time and regular part-time employees shall be compensated according to the wage schedule appended to the parties' Agreement as Appendix A. Wage rates shall remain unchanged for the duration of the Agreement.

ARTICLE 27
BENEFIT CLAUSE

Section 1. Coverage/Contribution Rate. Instead of being provided insurance by the Canfield Township Board of Trustees, all full-time bargaining unit members shall be eligible for insurance coverage as provided by and under the terms and conditions established under the Teamsters Local No. 377 Health and Welfare Fund. For the duration of the Agreement, the Employer shall contribute one hundred eighty-two dollars ($182.00) per week per employee to the Teamsters Local No. 377 Health and Welfare Fund, provided that the employee is actively working, in active pay status, or otherwise entitled to coverage continuation under law (i.e., FMLA), and the rate shall be adjusted as provided in the following paragraph.

Effective March 1, 2006, and semi-annually on September 1 and March 1 thereafter, the Employer's contribution rate shall be adjusted up or down, rounded to the nearest whole dollar, if the benefit claims experience of the Fund over the preceding twelve (12) to thirty-six (36) months, as determined to be actuarially appropriate by the Fund consultant, projected over the next six (6) months would either reduce or increase the net assets of the Fund, after deducting actuarially determined benefit obligations and administrative expenses, below or above a level that would cover twelve (12) months of benefit obligations and administrative expenses, determined by the last above actuarial process, in order to maintain a reserve equal to a projected twelve (12) months of benefit and administrative expenses. For the purpose of this Agreement, actuarially determined benefit obligations are the estimated amount of pending and unrevealed incurred claims. This calculation includes a reasonable estimate of the current pending and unrevealed uncured benefit claims obligations which are determined under the provisions of SOP-92-6.

Section 2. New Hire Coverage Eligibility. Contributions for all full-time employees hired after January 1, 2003, nine (9) weeks of contributions to Teamsters Local Union No. 377 Health and Welfare Fund shall be made after the employee successfully completes thirty (30) days of work.

Section 3. Coverage Termination. The Employer obligation to contribute for coverage terminates on the last day of work during the applicable week as an employee of the Township. There will be no loss of benefits for any reason other than termination of employment or unpaid leave of absence. Employees may be eligible for coverage continuation under the law (i.e., COBRA).

Section 4. Cancer Rider. The Township shall provide to all employees as of November 2002 the current cancer rider provided to non-bargaining unit employees at no cost to the employees.

Section 5. Life Insurance. The Township shall provide and maintain in force, by payment of the necessary premiums, life insurance in the amount of $25,000.00 for all full-time employees.

ARTICLE 28
PENSION

Section 1 Employer Contribution. The Township shall continue payments required of a public employer into the pension system (OPERS) at the applicable rate, as set by the administrators of the system and as required under state law.

Section 2. Employee Contribution. Employees shall be responsible for payment of the statutorily required pension contribution in accordance with law. Payments shall be made on a pre-tax basis, allowing the Employer to withhold the employee's statutorily required OPERS contribution from the gross pay of each employee, thereby reducing the employee's taxable salary by the statutorily required contribution.

ARTICLE 29
LONGEVITY PAY

Section 1. Longevity. All full-time Township employees shall receive $.04 per hour per year of service according to the following schedule:

After 5 years	$.20/hr
After 10 years	$.40/hr
After 15 years	$.60/hr
After 20 years	$.80/hr
After 25 years	$1.00/hr

Section 2. Hourly Rate. Longevity payments shall be added to the regular rate of pay.

ARTICLE 30
HEALTH AND SAFETY

Section 1. Township Duties. The Township agrees to furnish and to maintain in safe working condition, all tools, facilities, vehicles, supplies, and equipment required to safely carry out the duties of each employee. Employees are responsible for immediately reporting any unsafe conditions or practices, and for properly using and caring for all tools and equipment furnished by the Township.

Section 2. Unsafe Equipment. When an employee, in good faith, believes any equipment, tools, and/or vehicles are unsafe, such equipment, tools, and/or vehicles shall immediately be taken out of service. The employee shall not operate said equipment until directed to do so by the Supervisor after an investigation and inspection shows the equipment to be safe.

Section 3. The Employer shall provide each full-time employee with the following safety equipment and foul weather gear and employees are required to wear and use them as required by OSHA.

1. Boots- knee length construction type
2. Boots- light driving type
3. Rubber gloves
4. Fluorescent vest
5. Hard hat
6. Work gloves
7. Eye and ear protection
8. Cold weather coats and bib overalls

ARTICLE 31
MANAGEMENT RIGHTS

Section 1. Except as limited in this Agreement, the Township shall have exclusive management rights including, but not limited to, the following rights pursuant to Section 4117.08 Ohio Revised Code.

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

2. Direct, supervise, and evaluate employees;

3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. To improve the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5. Determine the overall mission of the Employer as a unit of government;

6. Effectively manage the work force;

7. Take actions to carry out the mission of the public employer as a governmental unit

ARTICLE 32
WORK RULES

Section 1. The Union recognizes that the Employer, under this agreement, has the right to promulgate and implement new and revised work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 2. Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union, and if requested, meet with the Union to discuss the matter prior to the date of implementation.

Section 3. The Employer recognizes and agrees that no work rules, regulations, policies or procedures shall be maintained or established that are in violation of any expressed terms or provisions of this agreement.

ARTICLE 33
CDL ALLOWANCE

Section 1. All bargaining unit members shall receive reimbursement for all costs pertaining to obtaining and maintaining CDL licensing.

ARTICLE 34
CLOTHING ALLOWANCE

Section 1. The Township shall either provide uniforms to the members of the bargaining unit or all bargaining unit members shall receive two hundred fifty dollars ($250.00) per year for the purchase and maintenance of clothing. In the event that uniforms are not provided, the Township shall either establish a dedicated account with an approved vendor by which the allowance can be redeemed or payments will be made when receipts are received by the Township.

ARTICLE 35
ALCOHOL AND DRUG TESTING POLICY

Section 1. The Township will follow all test requirements for employees with a CDL license. Other employees are not subject to testing without just cause. The Employer will provide an Employee Assistance Program for all employees, with no loss of income or seniority. The Employer will follow discipline procedures as stated in Article 10 of this Agreement.

ARTICLE 36
LEAVE OF ABSENCE WITHOUT PAY

Section 1. Each employee will be entitled to an unpaid leave of absence with loss of paid health care insurance not to exceed a period of one (1) year during the term of this contract. Additional leave may be granted at the discretion of the Township.

Section 2. An employee who receives leave under Section 1 shall continue to accrue seniority but shall have his benefits and active service time frozen, but subject to other forfeiture requirements of this contract that may require utilization of leave in the year that it is earned. Upon return to employment the employee will be re-credited with any leave that was eligible for retention and continue to accrue service time and benefits in accordance with the parties' Agreement.

ARTICLE 37
DURATION

Section 1. All economic increases, conditions, and benefit increases shall go into effect May 1, 2010, and shall continue in force and effect through April 30, 2013.

SIGNATURE PAGE

Signed and dated at Canfield Township, Ohio, on this 6th day of August, 2010.

For the Canfield Township Board of Trustees

Martha Zarlenga, Trustee

Anthony Bettile, Vice Chairman – Trustees

Marie Cartwright, Chairman – Trustees

Michael D. Esposito, Chief Negotiator
Clemans, Nelson & Associates, Inc.

For the International Brotherhood of Teamsters, Local 377

Sam Prosser, IBT 377 President

IBT 377 Steward

APPENDIX A
WAGE SCHEDULE

Effective 5/1/2010-4/30/2013 (0.0% General Wage Increase)			
Classification Title	**Hourly**	**Bi-Weekly**	**Annual Salary**
Asst. Public Works Maintenance Foreman (FT)			
Entry Rate	$21.13	$1,690.48	$43,952.48
After 1 Year	$22.37	$1,789.92	$46,537.92
After 2 Years	$23.62	$1,889.36	$49,123.36
After 3 Years	$24.86	$1,988.80	$51,708.80
Public Works Maintenance Worker (FT)			
Entry Rate	$14.50	$1,159.76	$30,153.76
After 1 Year	$15.53	$1,242.60	$32,307.60
After 5 Years	$16.57	$1,325.44	$34,461.44
After 10 Years	$17.60	$1,408.28	$36,615.28
After 15 Years	$18.64	$1,491.12	$38,769.12
After 20 Years	$19.67	$1,573.96	$40,922.96
After 25 Years	$20.71	$1,656.80	$43,076.80
Zoning Inspector (FT)			
Entry Rate	$16.88	$1,350.16	$35,104.16
After 1 Year	$18.08	$1,446.60	$37,611.60
After 5 Years	$19.29	$1,543.04	$40,119.04
After 10 Years	$20.49	$1,639.48	$42,626.48
After 15 Years	$21.70	$1,735.92	$45,133.92
After 20 Years	$22.90	$1,832.36	$47,641.36
After 25 Years	$24.11	$1,928.80	$50,148.80
Deputy Zoning Inspector (FT)			
Entry Rate	$12.73	$1,018.64	$26,484.64
After 1 Year	$13.64	$1,091.40	$28,376.40
After 5 Years	$14.55	$1,164.16	$30,268.16
After 10 Years	$15.46	$1,236.92	$32,159.92
After 15 Years	$16.37	$1,309.68	$34,051.68
After 20 Years	$17.28	$1,382.44	$35,943.44
After 25 Years	$18.19	$1,455.20	$37,835.20

Effective 5/1/2010-4/30/2013 (0.0% General Wage Increase)

Classification Title	Hourly	Bi-Weekly	Annual Salary
Operations Support Specialist (FT)			
Entry Rate	$13.99	$1,118.88	$29,090.88
After 1 Year	$14.99	$1,198.80	$31,168.80
After 5 Years	$15.98	$1,278.72	$33,246.72
After 10 Years	$16.98	$1,358.64	$35,324.64
After 15 Years	$17.98	$1,438.56	$37,402.56
After 20 Years	$18.98	$1,518.48	$39,480.48
After 25 Years	$19.98	$1,598.40	$41,558.40
Clerical Specialist (FT)			
Entry Rate	$13.99	$1,118.88	$29,090.88
After 1 Year	$14.99	$1,198.80	$31,168.80
After 5 Years	$15.98	$1,278.72	$33,246.72
After 10 Years	$16.98	$1,358.64	$35,324.64
After 15 Years	$17.98	$1,438.56	$37,402.56
After 20 Years	$18.98	$1,518.48	$39,480.48
After 25 Years	$19.98	$1,598.40	$41,558.40

Classification Title	Hourly	
Public Works Maintenance Worker (part-time)	$14.50	
Zoning Inspector (part-time)	$16.98	
Deputy Zoning Inspector (part-time)	$12.73	
Clerical Specialist (part-time)	$13.99	
Operations Support Specialist (part-time)	$13.99	

SIDE LETTER #1
HIRING PROCESS

The parties agree that within ninety (90) days of execution of the parties' Agreement, the Employer shall provide the Union with a copy of its hiring procedure that will be used to fill non-bargaining unit positions. Such process shall include a step calling for the Union to be provided with notice of the opportunity.

SIDE LETTER #2
HOURS OF WORK/LUNCH PERIOD

The parties agree that full-time bargaining unit members, employed as of January 1, 2010, shall continue to have their hours of work include a paid lunch period. The length of the paid lunch period shall remain unchanged. The parties further agree that since the lunch period is paid, the Employer shall have the ability to interrupt the lunch period and order employees to return to work if it determines that its operational needs so require.

SIDE LETTER # 3
VACATION ACCRUAL SCHEDULE FOR CURRENT FULL-TIME EMPLOYEES

Section 1. The parties agree that full-time bargaining unit members hired prior to January 1, 2010, shall receive vacation leave in accordance with the following schedule:

Years of Service	Days/Hours	Years of Service	Days/Hours
1 years	10 days/80 hours	11 years	20 days/160 hours
2 years	11 days/88 hours	12 years	21 days/168 hours
3 years	12 days/96 hours	13 years	22 days/176 hours
4 years	13 days/104 hours	14 years	23 days/184 hours
5 years	14 days/112 hours	15 years	24 days/192 hours
6 years	15 days/120 hours	16 years	25 days/200 hours
7 years	16 days/128 hours	17 years	26 days/208 hours
8 years	17 days/136 hours	18 years	27 days/216 hours
9 years	18 days/144 hours	19 years	28 days/224 hours
10 years	19 days/152 hours	20 years	29 days/232 hours
		21 years or more	30 days/240 hours

SIDE LETTER #4
SIGNING BONUS

As part of these negotiations, each full-time bargaining unit member employed by the Township on January 1, 2010, shall receive a signing bonus in the amount of one thousand five hundred dollars ($1,500). Payment shall be made in three (3) equal installments of five hundred dollars ($500) in December of each year.

SIDE LETTER #5
WAGE SCHEDULE ADMINISTRATION

Notwithstanding the time based steps in the wage schedule established in Article 26, Wages and Appendix A, all full-time members of the bargaining unit as of January 1, 2010, shall continue to receive and advance through the wage schedule under the compensation system as it existed under the parties' prior Agreement. Upon the reaching the top rate of pay under the prior schedule, all full-time members of the bargaining unit as of January 1, 2010, will be placed at the top rate of pay for the applicable classification as contained in the parties' current wage schedule.

SIDE LETTER #6
PENSION PICKUP

Notwithstanding the language in Article 28, Section 2, Pension, all full-time members of the bargaining unit as of January 1, 2010, shall continue to have the employee's ten percent (10%) pension contribution picked up and paid via the fringe benefit method. No employee shall have the option of receiving the pick-up portion of the statutorily required employee pension contribution directly.

SIDE LETTER #7
LONGEVITY ADMINISTRATION

Notwithstanding the Longevity schedule established in Article 29, Longevity, all full-time members of the bargaining unit as of January 1, 2010, shall continue to receive longevity on the basis of $.04 per hour per year of service, without being subject to the incremental eligibility schedule.

SIDE LETTER #8
RE-EMPLOYMENT OF LAID OFF PERSONNEL

The parties agree that within thirty (30) days of execution of this Agreement, the Employer will offer Lenore Banks employment in the non-bargaining position of administrative assistant to the Board of Trustees.

SIDE LETTER #9
ASSISTANT PUBLIC WORKS FOREMAN POSITION

The parties agree that within thirty (30) days of execution of the Agreement the Employer shall post and fill the position of Assistant Public Works Foreman position from the bargaining unit. The successful bidder for the position shall be subject to the wage schedule contained in Appendix A and shall advance according to that schedule based upon the amount of time served in the Assistant Public Works Foreman position thereafter.

SIDE LETTER #10
PUBLIC WORKS FOREMAN SUCCESSION

The parties acknowledge that the position of public works foreman is removed from the bargaining unit as part of these negotiations. After its removal, any member of the bargaining unit that is subsequently appointed to the position of public works foreman shall have his bargaining unit seniority frozen at the time of his departure from the unit. Thereafter, if the member is involuntarily separated from the public works foreman position without misconduct, he shall have the ability to return to a bargaining unit position should his bargaining unit seniority allow him to do so. In that event, the member will receive pay, at the applicable time based step for the classification into which he bumps.

SIDE LETTER #11
RETIRE/REHIRE OPTION

As part of these negotiations, the employee occupying the Road Department supervisor classification, which the parties have agreed to remove from the bargaining unit and reclassify to reflect its exempt duties, shall be offered a retire/rehire package upon his retirement date in February 2011.

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APPENDIX A
WAGE SCHEDULE

Effective 5/1/2010-4/30/2013 (0.0% General Wage Increase)			
Classification Level	Hourly	Bi-Weekly	Annual Salary
Asst. Public Works Maintenance Foreman (FT)			
Entry Rate	$21.13	$1,690.48	$43,952.48
After 1 Year	$22.37	$1,789.92	$46,537.92
After 2 Years	$23.62	$1,889.36	$49,123.36
After 3 Years	$24.86	$1,988.80	$51,708.80
Public Works Maintenance Worker (FT) Laborer			
Entry Rate	$14.50	$1,159.76	$30,153.76
After 1 Year	$15.53	$1,242.60	$32,307.60
After 5 Years	$16.57	$1,325.44	$34,461.44
After 10 Years	$17.60	$1,408.28	$36,615.28
After 15 Years	$18.64	$1,491.12	$38,769.12
After 20 Years	$19.67	$1,573.96	$40,922.96
After 25 Years	$20.71	$1,656.80	$43,076.80
Zoning Inspector (FT) Inspector			
Entry Rate	$16.88	$1,350.16	$35,104.16
After 1 Year	$18.08	$1,446.60	$37,611.60
After 5 Years	$19.29	$1,543.04	$40,119.04
After 10 Years	$20.49	$1,639.48	$42,626.48
After 15 Years	$21.70	$1,735.92	$45,133.92
After 20 Years	$22.90	$1,832.36	$47,641.36
After 25 Years	$24.11	$1,928.80	$50,148.80
Deputy Zoning Inspector (FT)			
Entry Rate	$12.73	$1,018.64	$26,484.64
After 1 Year	$13.64	$1,091.40	$28,376.40
After 5 Years	$14.55	$1,164.16	$30,268.16
After 10 Years	$15.46	$1,236.92	$32,159.92
After 15 Years	$16.37	$1,309.68	$34,051.68
After 20 Years	$17.28	$1,382.44	$35,943.44
After 25 Years	$18.19	$1,455.20	$37,835.20