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AGREEMENT BETWEEN
THE BOARDMAN TOWNSHIP
BOARD OF TRUSTEES

AND THE
BOARDMAN TOWNSHIP WORKERS
ASSOCIATION (BTWA)

January 1, 2011
through
December 31, 2013

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PREAMBLE/PURPOSE

Section 1. Parties. This Agreement is made between the Township of Boardman, hereinafter referred to as the "Township," and the Township Workers Association of Boardman, hereinafter referred to as the "Association." This Agreement is intended to formalize the articles approved by the Negotiating Committee of the Township and the Association.

Section 2. Purpose. This Agreement has as its purpose the promotion of harmonious relations between the Township and the Association with the intent of the parties hereto, to set forth herein, the basic agreement covering wages, hours and conditions of employment to be observed between the two parties hereto, and to provide for prompt and equitable adjustment of alleged grievances to the end.

ARTICLE 1 RECOGNITION

Section 1. Inclusion. Township agrees to recognize and does hereby recognize the Association and its designated agents and representatives as the sole and exclusive bargaining agent on behalf of all the employees of the Road Department, including Mechanics, with respect to wages, hours and other terms and conditions of employment.

Section 2. Exclusion. The Superintendent and Assistant Superintendent are excluded from the unit. Additionally, as set forth in the Act, all management, confidential, supervisory, temporary, seasonal, part-time, and employees not certified by SERB as being included in the bargaining unit are excluded.

ARTICLE 2 SEVERABILITY

Section 1. Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal, such invalidation or restraint shall not invalidate or affect remaining portions of the Agreement. In the event of such invalidation or restraint of any portion or all of this Agreement, the parties to this Agreement shall meet to discuss a mutually acceptable replacement for the affected language. Should the parties be unable to agree, either party may execute a notice to negotiate in accordance with R.C. 4117.

ARTICLE 3 ZIPPER CLAUSE/MID-TERM BARGAINING

Section 1. This contract, it is mutually agreed, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addendums (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining, except as specifically provided for in Section 2, for the term of this contract.

Section 2. Mid-Term Bargaining. No changes in this Agreement shall be negotiated during the duration of this Agreement unless there is a written accord by and between the parties hereto to do

so, which written accord shall contain a list of those matters to be the subject of such negotiations. Any negotiated changes, to be effective and incorporated into this Agreement, must be in writing and signed by the parties.

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, then the Employer, prior to making such change, shall inform the Union of said proposed change and negotiate to impasse with the Union concerning such change. The Employer may unilaterally implement such change after impasse is reached, and the Union may grieve such action in accordance with the grievance procedure.

ARTICLE 4 **NO STRIKE/NO LOCKOUT**

Section 1. During the term of this Agreement, 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.

The Association agrees that in the event of any job action (e.g., work stoppage, strike, etc.), the mechanics shall be required to work and the Association shall not take any action to interfere with or obstruct the mechanics in the performance of their duties.

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 with 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. The Employer agrees that it will not lock out employees.

ARTICLE 5 **NON-DISCRIMINATION**

Section 1. Neither the Township, its agents, agencies or officials, nor the Association or its agents, or officers, will discriminate against any Road Department employee on the basis of age, sex, marital status, race, color, handicap, religion, national origin, or political affiliation.

Section 2. Employees have the right to join, or not to join, the Association as they may choose. Neither the Township nor the Association shall discriminate against any employee with regard to such choice. The Township further agrees that there shall be no discrimination, interference or restrictions practiced by the Township against any of the employees therein, with respect to their

membership or non-membership in the Association. The Association agrees not to discriminate, interfere with, or restrict any employee who chooses not become a member of the Association.

The Township shall not discriminate against any member serving as a committeeman or officer of the Association who represents other members and will not dock said member delegated to represent other members of the Association during work time.

Section 3. Gender Neutral. All references in this Agreement to the male gender shall be construed to be equally applicable to females.

ARTICLE 6

ASSOCIATION REPRESENTATION/DUES DEDUCTION/FAIR SHARE FEES

Section 1. Representation. The Association shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the Township to represent the Association in matters covered by this Agreement. The names of employees so selected, who may represent the Association, shall be certified to the Township Trustees in writing within ten (10) days from appointment or election.

Section 2. Dues Deduction/Check Off. Under the terms of recognition, the Township agrees to dues check-off. The amount to be deducted shall be specified by the Executive Committee of the Association and shall be subject to change provided, however; those changes shall be made only one (1) time per year between September 1 through September 15. The Township agrees to deduct, once each pay, Association dues and assessments in an amount certified to be current by the Treasurer of the Association.

Section 3. Fair Share Fees. In recognition of the Union's services as the bargaining representative, all members of the bargaining unit not electing Union membership shall share in the financial support of the Union by paying a fair share fee. The Treasurer of the T.W.A shall certify the fair share fee amount to the Township. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for the payroll deduction. Payment to the T.W.A. of fair share fees shall be made with the regular dues deductions as provided herein.

Section 4. Fair Share Fee Deduction Procedure. The fair share fee amount shall be certified to the Employer by the Union and shall not exceed the amount of Union dues. Sixty (60) days after the commencement of employment, employees not electing to hold membership in the Union will as a condition of employment pay the Union a fair share fee to cover each employee's pro rata 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 deduction of fair share fees from any earnings of an employee shall be automatic, and does not require a written authorization for payroll deduction. The Employer's responsibility to deduct such fair share fees is contingent, however, upon the Union's fulfillment of all obligations imposed upon it by this article. All disputes concerning the amount of 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.

Section 5. Indemnification. 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 7
APPLICATION AND INTERPRETATION OF WORK RULES,
POLICIES AND DIRECTIVES

Section 1. The Association recognizes that the Township and all its authorized representatives, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures, and directives consistent with statutory authority, to regulate the personal conduct of employees while at work and the conduct of the Township's services and programs.

Section 2. The Township agrees that, to the extent any work rules have been or will become reduced to writing; every member shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished to all employees and shall be conspicuously posted and all employees will be required to sign copies of such rules as verification that they have been notified of the rule. Should any work rules conflict with law or with the specific provisions of this Agreement, such rules shall be invalid to the extent of this conflict.

Section 3. It is the Township's intention that work rules, policies and directives shall be reasonable and are to be interpreted and applied uniformly to all employees under similar circumstances. Any employee who feels aggrieved by the application or interpretation of a rule may appeal through the grievance procedure.

Section 4. All new members for the duration of this Agreement shall be supplied with a personal copy of all work rules, policies, procedures and directives.

Section 5. The Township may permit participation by the Association in the preparation and promulgation of the work rules and procedures governing the Department.

ARTICLE 8
LABOR MANAGEMENT MEETINGS

Section 1. At the request of either party, the labor management committee will meet to discuss employment related matters. All requests for meetings and proposed recommendations shall be made in writing to the Township Administrator, with copies to the Township Trustees, and meetings shall be held at the earliest convenient time. The Road Department Superintendent shall be kept advised of all such meetings.

Section 2. Both parties agree to make a good faith effort to keep each other informed of all matters having an effect upon the employment relations and/or working conditions of employees in the Association.

ARTICLE 9 **SAFETY AND HEALTH**

Section 1. The Township and Association agree to cooperate to the fullest in matters of safety, health and sanitation, in order to eliminate, as much as possible, accidents, death, injuries, and illness.

Section 2. The Association shall appoint a Safety Committee from its membership and said Committee shall be permitted to meet with the Road Superintendent from time to time, to discuss safety and health conditions of the Road Department.

Section 3. All requests for meetings and proposed recommendations shall be made in writing to the Road Superintendent with copies to the Township Trustees and Administrator, and meetings shall be held at the earliest convenient time.

Section 4. In the event the safety and/or health matters, in question, cannot be resolved in meetings between the Road Superintendent and the Association, then the Administrator shall be requested to meet with the Road Superintendent and Association Safety Committee in an attempt to resolve the matters.

Section 5. 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 Road Department employee. Association members 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. All employees shall be responsible to comply with the established work rules.

Section 6. The Township will furnish to each employee appropriate rain-gear, boots and gloves. The employees will be responsible to return all the used gear at the same time as they seek replacement gear.

Section 7. Adequate first-aid equipment and training shall be provided by the Township.

Section 8. No employee shall be compelled to take out equipment that is not mechanically sound and properly equipped.

Section 9. Except in the case of an emergency and whenever practical, the Township will see that no excavation shall be done by any member unless all gas, water and electric lines are clearly marked by the appropriate utility company.

Section 10. Except in the case of an emergency and whenever practical, the Township will see that on all excavations that are deeper than four (4) feet in depth, proper shoring of the excavation shall be provided by the Township.

Section 11. The Township shall provide for pest control for the Road Department facility as needed or upon specific request of the bargaining unit.

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 demoted, suspended (including working suspensions), discharged, or removed except for grounds stated in Section 2 of this article. The Township may take disciplinary action against any employee in the bargaining unit only for just cause. Forms of disciplinary action include:

- A. Letter of Instruction and Cautioning.
- B. Written reprimands.
- C. 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.
- D. Temporary assignment, not to exceed sixty (60) calendar days.
- E. Reduction in classification.
- F. Discharge from employment.
- G. Suspension of record (i.e., paper suspension).

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. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, violation of work rules, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 3. Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 4. Whenever the Employer determines that an employee may be suspended, demoted, or terminated, a predisiplinary 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, the

underlying factual basis for the charges (including date and time if known), and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held within forty-eight (48) 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. Resolution to disciplinary action, where the employee has declined Union representation, shall not serve as precedent in future disciplinary matters. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

Section 5. Anytime the Township, its agents or authorized representatives intend to discipline an employee, the discipline shall be administered in a manner that will not embarrass the employee before other employees or the public. 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 6. Any employee under indictment or arrested for a felony may be placed on an administrative leave of absence with pay until resolution of the court proceedings. An employee found guilty by trial court may be summarily discharged, and any accrued unused leave will be forfeited, to the extent necessary, to offset the time spent on administrative leave. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this article.

Section 7. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no other intervening discipline, according to the following schedule:

Letters of Instruction and Cautioning twelve (12) months
and Written Reprimands

Suspensions and Demotions twelve (12) months

ARTICLE 11
GRIEVANCE PROCEDURE

Section 1. Definitions.

A. **Grievance.** The word grievance as used in this Agreement refers to an alleged violation, misapplication or misinterpretation by the Township, its agents or representatives of the provision of this Agreement.

B. **Grievant.** Grievant shall mean the individual, group of individuals or the Association aggrieved by any alleged violation, misapplication or misinterpretation of the provisions of this Agreement.

C. **Days.** Days shall mean calendar days.

Section 2. Grievance Committee. The Association shall designate an official Grievance Committee, consisting of three (3) members of the Association, and shall notify the Township in writing as to the membership of this Committee. All grievances shall be filed in writing by the committee in accordance with the time periods set forth below.

Section 3. Grievance Contents. All grievances shall be filed in writing on a form provided by the Union and must 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 4. 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 5. Procedure. Any grievance, as defined above, which has been timely filed by the Association Grievance Committee shall thereafter be processed in the following manner:

Step 1. The Grievance Committee, upon receipt of the written notice, shall determine if a grievance exists. If, in the opinion of the Grievance Committee, no grievance exists, no further action is necessary. Where the committee believes there to be a valid grievance, within seven (7) calendar days of the incident giving rise to the grievance, the grievance committee shall submit the written grievance to the department head, 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/Union 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 Administrator or his designee within seven (7) calendar days of receipt of the Step 1 answer. The Administrator or his designee may meet with the grievant and a representative of the Union, if the Employer desires, within fourteen (14) calendar days of submission of the grievance to step 3 to discuss the grievance. The Administrator or his designee shall provide a written response to the grievant/grievance committee within fourteen (14) calendar days of such meeting, if held, or within fourteen (14) days of the submission of the matter to Step 2.

Grievances unresolved at Step 2 may be submitted to arbitration upon request of the Union in accordance with the provisions of this article.

Section 6. Arbitration.

Notice of Intent to Arbitrate

The Grievance Committee, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within ten (10) days from the date of receipt by the Grievance Committee of the Township's answer on such grievance under Step 2, the Grievance Committee shall notify the Township of its intent to seek arbitration respecting the unadjusted grievance.

Withdrawal of Request for Arbitration/Failure to Demand Arbitration

The Grievance Committee may withdraw its request to arbitrate at any time prior to the actual hearing. The party canceling the arbitration shall pay any cancellation fee due the arbitrator. In the event that the Grievance Committee does not make a demand for arbitration within ten (10) days of its receipt of the Township's answer at Step 2 the grievance shall be deemed settled on the basis of the last answer given by the Township.

Selection of the Arbitrator

Within thirty (30) days after the Township's receipt of the request to arbitrate, a representative of each of the parties (the Grievance Committee and the Township) shall forthwith meet for the purpose of selecting an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service shall be requested by either the Township or Grievance Committee to submit a panel of seven (7) arbitrators. The parties shall then choose an arbitrator by alternately striking names from the list, with the party who requested the arbitration striking first, until one name remains as the arbitrator chosen by the parties. Prior to beginning the striking procedure, either party may once reject a list submitted by the Federal Mediation and Conciliation Service and request another list from the FMCS.

Authority of the Arbitrator/Arbitrability

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of articles in this Agreement. He may not modify or amend this Agreement.

Either party at the arbitration hearing may raise the question of arbitrability of a grievance and the arbitrator shall have jurisdiction to decide questions of procedural and substantive arbitrability. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon both parties and all bargaining unit members. In cases of discharge, suspension or reduction, the arbitrator shall have the authority to award affirmance, reversal or modification of said discipline.

Costs

The costs of the services of the arbitrator, the costs of reproduction of exhibits, if any, produced at the direction of the arbitrator, and the hearing room, shall be borne equally by the Township and Grievance Committee of the Association. The expenses of any non-employee witness shall be borne by the party calling him. The fees of the court reporter, if any shall be paid by the party who had requested the court reporter, provided, however, that such fees shall be borne equally if both parties desire to have a reporter transcribe the arbitration hearing. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing is conducted during normally scheduled working hours.

Section 7. General Provisions.

- A. **Grievance Responses.** The failure of the Township representative to give an answer within the established time outlined in the procedure above will act as a denial of the grievance at that step and the grievance may be appealed to the next step.
- B. **Representation.** The aggrieved employee(s) may have representation of his choice during the various steps of the procedure.
- C. **Grievance Settlement.** When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be made which is inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the Grievance Committee will be notified of its right to be present at the adjustment.

Section 8. Township Grievance. In the event the Township believes itself grieved because of any matter in connection with this agreement, or because of failure of members of the Union to comply with the terms of this agreement, the Township shall, through its authorized representatives, reduce its complaint or grievance to writing and present it to the T.W.A. Grievance Committee. Within fourteen (14) days of the submission of the matter to the committee, the TWA grievance committee shall respond to the Township. Should the grievance committee fail to offer a satisfactory resolution to the Township grievance, the Employer may demand arbitration pursuant to the terms of this article.

ARTICLE 12 **SENIORITY**

Section 1. Definition. Total seniority shall be computed by length of accumulated, uninterrupted, full-time Road Department service as a bargaining unit member with the Employer. Part-time employees receive seniority credit pro-rated to the amount of hours worked by a regular full-time employee (e.g., a part-time employee working one thousand forty [1,040] hours during a year is credited with one-half [1/2] years seniority credit).

Section 2. Seniority is interrupted through voluntary resignation or termination of employment for just cause.

ARTICLE 13
REDUCTION IN FORCE & RECALL

Section 1. Notice. Whenever the Employer determines that a reduction in force (i.e., layoff, reduction in hours, or job abolishment) is necessary, the Employer shall notify the employee(s) in the affected classification in writing at least fourteen (14) calendar days prior to the date of the reduction. Such notice shall indicate the circumstances necessitating the reduction, and the Union shall receive copies of all notices.

Section 2. Procedure. When the Employer determines that a reduction in force is necessary, employees shall be subject to reduction on the basis of seniority (i.e., least senior to most senior) in the following order from the A and B lists attached in Appendix A:

1. Part time and seasonal employees within bargaining unit classifications.
2. Employees who have not completed their probationary period within bargaining unit classifications.
3. Employees who have completed their probationary period within bargaining unit classifications.

Any employee that is subject to a reduction may exercise his seniority, within the applicable list, to displace another employee having less seniority. The employee with the least amount of seniority from that list would then be subject to the reduction.

Section 3. Recall List. Employees who are laid off shall remain in layoff status for a period not to exceed five (5) years from the date of layoff.

Section 4. Payment of Accrued Leave. In the event an employee is laid off, he may, upon request, receive payment for earned but unused vacation and A/T within ten (10) working days. In the event that the employee is eligible to receive payments for accumulated sick time, he may also request to receive payment for the amount otherwise due under the contract as well.

Section 5. Recall. When it is necessary to increase the work force following a layoff, employees shall be recalled in the reverse order in which bargaining unit members were laid off. An employee on layoff will be given ten (10) working days notice of recall from the date on which the Township sends the recall notice to the employee by certified mail (to his last known address as shown on the Township records). When laid off employees who have completed their probationary period are rehired, they will not have to serve another probationary period.

Section 6. Use of Mechanics for "A" List Work. Mechanics will not be used for tasks that are exclusively performed by classifications that are part of the "A" List for layoff. If, however, the Road Superintendent reasonably determines that the operational needs of the Employer so require, Mechanics may be used to perform duties that are normally exclusively part of "A" list classifications.

ARTICLE 14
PROMOTIONS

Section 1. All promotions will be made by the Township on the basis of the employee's qualifications and seniority. If the qualifications of two (2) or more employees are substantially equal, seniority shall govern.

ARTICLE 15
NEW JOBS/POSITIONS

Section 1. If a new job is established within the bargaining unit, which has not previously been classified, the Township shall meet with the T.W.A. for the purpose of negotiating a rate of pay and classification or placing the job in an existing classification. Any rate and classification mutually agreed to between the Township and the T.W.A. shall become part of the wage agreement.

ARTICLE 16
PART-TIME EMPLOYEES

Section 1. The Union acknowledges that in order to ensure the health, safety, and welfare of the citizens of Boardman and maintain the integrity of Township operations, the Employer shall have the ability to utilize part-time personnel to supplement shift strength, cover time off, cover call offs, or otherwise perform duties that it determines necessary. The Employer agrees that the use of part-time personnel shall not cause a reduction in force (i.e., layoff or job abolishment) or regularly scheduled hours of bargaining unit members. The Employer agrees that it shall not utilize part-time employees for bargaining unit work while members are on layoff until first offering the opportunity for work to bargaining unit members on the recall list. Those members called back from layoff for part-time work shall receive the same rate of pay equal to their rate of pay at the time of layoff.

ARTICLE 17
PROBATIONARY PERIODS

Section 1. All new employees will serve a six (6) month probationary period. During these six (6) months, the new employees shall enjoy all the benefits of the bargaining agreement except a clothing allowance. During the period being served, the Employer reserves the right to discharge without cause. After the period is served, the new employees shall receive their clothing allowance.

ARTICLE 18
BULLETIN BOARD

The Township agrees to provide the employees' Association a Bulletin Board for their use in communicating with their membership.

ARTICLE 19
PERSONNEL FILES

Section 1. Personnel Files. It is recognized by the parties that the Employer may prescribe regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the Employer. Insomuch as material in a public employee's personnel file is considered a public record under the Ohio Public Records Law, the Employer is prohibited from denying access to certain portions of an employee personnel file when a public records request is made for the material. The Employer agrees to notify bargaining unit members when such a request has been made.

Section 2. Access. Each bargaining unit member shall be allowed to review his personnel file during non-working time within three (3) days of submitting a written request to do so. If any member disputes the accuracy of the material in his personnel file, he may make a written request that an association representative be granted access to the personnel file. The Employer agrees to schedule a mutually agreeable time for the association representative to be granted access to the personnel file once the request has been made.

Section 3. Clarification. For the duration of this Agreement and any extensions thereof, any new material placed in a member's personnel file after the effective date of this Agreement may be reviewed. If such material is not inaccurate (see Section 2 above) but the member feels that clarification of the circumstances surrounding the writing of such material is necessary, the member may submit to the Superintendent or his Assistant a written clarification or explanatory memorandum not to exceed one (1) page in length. Should such memorandum not contain derogatory or scurrilous matter regarding the Administration or any other employee(s), the Superintendent or his Assistant will immediately arrange to have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

ARTICLE 20
WORK HOURS

Section 1. Work Week. A normal workweek shall be guaranteed forty (40) hours, consisting of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive.

Section 2. Work Day. Hours of work shall be 7:30 a.m. through 4:00 p.m. There shall be a one-half (1/2) hour lunch break. Every effort shall be made to observe the lunch break from 11:30 a.m. to 12:00 p.m. However, it shall remain in the discretion of the foreman whether the lunch break will be taken during said time.

ARTICLE 21
HOURS OF WORK/OVERTIME/CALL-OUT

Section 1. Definition. Overtime will be defined and 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 forty (40) hours during a standard seven (7) day, one hundred sixty-eight (168) hour work week, established by the Employer.

Section 2. Overtime Pay Increment. The employee and/or employees required to work overtime shall be paid at one and one-half (1-1/2) times the hourly rate, figured on the one-tenth (1/10) hour increment.

Section 3. Holiday Overtime. If the overtime falls on a holiday, the employees shall be given the regular holiday pay plus one and one-half (1 1/2) times the hourly rate. If overtime falls on Christmas Day or New Year's Day, the employee shall be given the regular holiday pay plus two (2) times the hourly rate.

Section 4. Compensatory Time. An employee shall have the option, when overtime is worked, to receive overtime pay at a rate not less than one and one-half (1 1/2) times the regular rate of pay or take compensatory time off at a rate not less than one and one-half (1 1/2) times the number of hours worked up to a maximum of 240 hours of compensatory time per contract year.

The pay or compensatory time election shall be decided by the employee after earning said overtime and before the payroll is submitted to the clerk's office. Once this election is made, it shall not be changed. Between the dates of November 1 and April 30 of each year, once an employee has obtained eighty (80) hours of compensatory time on the books, he agrees that all other overtime will either be divided at the rate of fifty percent (50%) compensatory time and fifty percent (50%) overtime pay, or all overtime in pay.

Once an employee has obtained 240 hours on the compensatory time book he shall be paid overtime at a rate of one and one-half (1 1/2) times the normal rate of pay.

For the efficient operation of the Road Department, it is mutually agreed that as of December 1 of each year, no employee shall have in excess of 160 hours on the compensatory time books.

Section 5. Road Inspector Call-Out. Except in the case of an emergency, the Road Inspector and shall not be called out on overtime unless there are not enough employees available for snow and ice removal.

Section 6. Foreman Call-Out. All foremen are considered working foremen with duties stipulated by the Road Superintendent. Except in the case of an emergency, or in the case of a "minimal scenario" situation, the foreman shall not be called out for overtime to operate equipment or drive truck unless there are not enough employees available. A "minimal scenario" shall be defined as any call-out by road department seniority of one-half (1/2) of all employees in the Road Department and when only one-half (1/2) of the available employees or less respond.

Section 7. Compensatory Time Usage. Any or all accumulated compensatory time may be taken at the employee's pleasure and with the Superintendent's approval, between October 15 and April 15. After April 15, the following policy will be in effect:

- A. Any employee wishing to use accumulated compensatory time must clear this request with a twenty-four (24) hour advance notice through the Road Superintendent.
- B. Each employee will be allowed the use of a maximum of four (4) "Emergency Days" where upon the use of compensatory time will be accepted during the daily call off time (7:00 a.m. to 7:30 a.m.).

- C. Any employee that does not follow this policy will not accrue time for the day(s) involved.
- D. Employees using partial days of compensatory time, without giving twenty-four (24) hours notice to the Road Superintendent, shall be charged under the "Emergency Day" provision of this contract. Employees using only thirty (30) minutes of A.T. can do so by notifying the Road Superintendent or Assistant Road Superintendents by 7:30 a.m. of each workday.
- E. Compensatory time must be taken in minimum blocks of thirty (30) minutes or more, with all conditions for use of compensatory time contained in Section 7 herein applicable.
- F. If compensatory time is requested for time off in full weeks, fourteen (14) days notice to the Superintendent and/or his designee is required.

Section 8. Short Time Call Outs. Any foreman who is called out on overtime will assess the job, discuss the situation with the Road Superintendent, and then call out the necessary men to perform the work required.

Section 9. Call Out Pay. Any employee called out to work outside of his regular work shift shall be paid a minimum of two (2) hours at the overtime rate.

Section 10. Overtime Call out Procedure. In the event that it becomes necessary to call out more than one employee during their off-duty time due to other reasons than snow and ice control or where overtime is of a planned method of design which requires more than one employee, employees will be called out on the basis of road department seniority with consideration given to the job classifications needed. Such call-outs shall not apply to continuous work projects or result in the dismantling of work crews.

ARTICLE 22

SNOW/ICE CONTROL OVERTIME

Section 1. All employees of the Road Department are on 24-hour call and are expected to respond for overtime as required for the efficient operation of the department. In the event it becomes necessary to call out employees from their off duty time due to snow and ice removal, seniority shall be adhered to. Bargaining unit members who do not possess and maintain CDL's in good standing will not under any circumstances be called out for snow and ice control for purposes of operating a vehicle that requires a CDL.

Section 2. Snow/Ice Call Out Policies. When a bargaining unit member is called from off duty status to perform snow and ice control measures, the following policies will be in effect:

- A. **Failure to Respond.** If any bargaining unit member fails to respond to an overtime call out, he shall be subject to two (2) absence points. No points will be accrued for failure to respond to an overtime call out if the bargaining unit member is not eligible for said call out; i.e., hospitalization, IOD leave, vacation or 24-hour sick time. No bargaining unit member shall receive more than two (2) points, during each individual call-out for snow and ice control.

- B. **Accrual of Eight (8) Points.** When any bargaining unit member accrues eight (8) absence points, he shall be subject to eight (8) hours of loss of regular time. The eight (8) hours shall be served at the direction of the Road Superintendent and after such time is served absence points shall then total zero (0). All successive accrual of eight (8) absence points shall result with eight (8) hours loss of regular time.
- C. **Credit for Response.** As any bargaining unit member responds to overtime call outs, absence points shall be removed at the rate of one (1) point per response.
- D. **Response/Call in Timelines.** All bargaining unit members shall be equipped with voice and tone alert pagers and shall respond when paged. If any bargaining unit member is unable to report to duty within one-half (1/2) hour they are expected to telephone immediately and notify the supervisor.
- E. **Pagers.** Normally, pagers will not be distributed before October 15th or turned in after April 15th, except where emergencies or abnormal conditions arise, in which event pagers may be required.
- F. **Pager Bonus.** A four hundred dollar (\$400.00) bonus will be paid in October to each bargaining unit employee in return for carrying a pager through April 15 of each year.

ARTICLE 23
MEAL TICKETS

Section 1. Reimbursement shall be made to all full-time employees in accordance with the following schedule at the rate of ten dollars (\$10.00) for each meal, payable on a quarterly basis: one (1) meal ticket each time an employee is called out to work before normal work hours; one (1) meal ticket each time an employee remains on duty two (2) hour after scheduled workday; and one (1) meal ticket after first four (4) hours when called from off-duty, and each four (4) hours thereafter, regardless of the length of the call out.

ARTICLE 24
COMPENSATION

Section 1. Pay Ranges and Rates. Rates of pay for bargaining unit members shall remain unchanged for the duration of the Agreement as set forth below.

<u>Classification Title</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
Foreman	24.70	51,383.79
Inspector	23.56	48,999.08
Utility Man	23.56	48,999.08
Mechanic	22.75	47,320.00
Operator	22.65	47,109.30
Driver	21.26	44,229.65
Laborer (12 Months)	19.19	39,910.17
Laborer (6 Months)	15.19	31,586.18
Laborer Starting	13.39	27,851.63

Mech. (6 Months)	15.83	32,936.02
Mech. (Starting)	14.33	29,808.90

Section 2. P.E.R.S. Pickup. Beginning August 1, 1995, and thereafter, the Township will pickup all (or 100%) of the employee's P.E.R.S. contribution.

ARTICLE 25
INSURANCE

Section 1. Hospitalization Coverage. The Township shall provide all full-time employees of the road department with hospitalization, surgical, and major medical benefits.

Section 2. Contribution Rates. The Employer and its employees shall contribute the following monthly amounts for medical, hospitalization, vision, and dental coverage under its insurance plan.

	<u>Employer</u>	<u>Employee</u>	<u>Total Base Contribution</u>
Single Contribution	\$388.38	\$43.15	\$431.53
EE/Child(ren) Contribution	\$739.30	\$82.14	\$821.44
EE/Spouse Contribution	\$872.41	\$96.94	\$969.35
Family Contribution	\$1,129.27	\$125.48	\$1,254.75

Section 3. Cost Increases/Decreases in Subsequent Plan Years. In any given plan year, should the plan cost exceed the total base contribution amounts set forth above, the Employer shall contribute the first thirty dollars (\$30.00) of the increase and the employee shall contribute the next twenty dollars of the increase, and the parties shall share any amount in excess of the initial fifty dollars (\$50.00) on a 60/40 basis with the Employer assuming sixty percent (60%) of the cost and the employee paying forty percent (40%) of the cost.

The total contribution and obligations for both the employee and Employer will be adjusted according to the actual costs resulting from the above formula for each successive plan year, and then utilized to establish the parties' obligations for subsequent years. If the costs for the plan are decreased in any given year, then the premium contribution shares of the Employer and employee will be reduced by the amount of the savings on a sixty percent (60%) Employer/forty percent (40%) employee basis until reaching the base contribution amounts listed above. If the costs are reduced below the original base figures above, the employee will be credited on a dollar for dollar basis with those savings, up to the maximum base employee contribution. Savings beyond that amount are attributed to the base Employer share.

Section 4. Coverage Election/Participation. Eligible employees may elect any available coverage (e.g., single, two-party, family, etc.) subject to the plan offerings. Employee participation costs, as may be applicable, shall be made through payroll deduction in accordance with the township practice. Each employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue coverage. Upon enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable.

Section 5. Insurance Committee. The Union agrees that the Employer may create and maintain an insurance committee for the purpose of controlling costs, reviewing usage, and setting benefit levels. The Union agrees to participate in the committee, if created. The committee shall be comprised of one (1) representative from each employee bargaining unit within the Township, one (1) representative for the non-bargaining unit employees, the Administrator/designee, and the Township Clerk/designee.

The insurance committee shall have the authority to make program coverage changes, alter benefit levels, and/or increase/decrease employee contribution rates through coverage changes by majority vote. Decisions of the committee are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal.

Section 6. Life Insurance. The Township shall provide and maintain in force, by payment of the necessary premiums, life insurance in the amount of twenty-five thousand dollars (\$25,000.00) for all members. If available from the insurance carrier, members also shall have the option to purchase an additional fifteen thousand dollars (\$15,000.00) without a physical. Should a member retire with twenty (20) years or more of service, the member will receive from the Township a paid up life insurance policy for two thousand dollars (\$2,000.00).

Section 7. Insurance Waiver.

- A. Any member of the bargaining unit who elects to waive health and medical insurance coverage in its entirety (including dental and optical) as described in Section 1 for a twelve (12) month period will be awarded a bonus in an amount equal to fifty (50) percent of the established premium under which the employee would have been or is covered by the employer. Employees must make such waiver request in writing prior to November 1st of the calendar year, and must provide proof of insurance to the employer before choosing to waive the employer's current policy. All bonuses shall be paid in June of the following calendar year following the waiver request.
- B. Newly hired employees as of 1-1-97 must make request for waiver of insurance within fifteen (15) days of hire, and will receive said bonus within ninety (90) days after insurance coverage is waived. The bonus of 50% will then be awarded and prorated, based upon the number of full months remaining in that year. Examples: 11 months = 11/12 of the annual bonus; 10 months = 5/6 of the annual bonus; 9 months = 3/4 of the annual bonus, etc. Newly hired employees must provide proof of insurance to the employer before choosing to waive the employer's current policy.
- C. If any employee who has exercised this option desires at a later date to return to the employer's current coverage, such request shall be made in writing and in accordance with the requirements of the employer's health and medical insurance provider/carrier. Upon choosing this option, the employee shall be required to produce evidence/documentation of ongoing health and medical care coverage. If requested by the health and medical insurance provider/carrier, the employee shall submit to a physical exam as a condition of re-entry. All other requirements for re-entry of the employee by the insurance provider/carrier shall apply.

Section 8. Extended Insurance. The Township shall continue to pay premiums for hospitalization, eye and dental insurance, and life insurance up to two (2) months for employees who exhaust sick pay benefits.

Section 9. Loss of Benefits.

- A. Individual and family coverage terminates on the last day of work when an individual ceases to be an employee of the Township. When an individual ceases work when under the provisions of Article 39, Leave Without Pay, individual and family coverage terminates on the actual day in which the employee resigns. A former employee has the privilege of continuing medical insurance coverage for the number of months prescribed by law if full premium payments are made in advance towards a continuation period for a conversion to an individual policy with the insurance company. Coverage is strictly between the insurance company and the former employee.
- B. If an employee ceases work because of layoff, the following provisions will be applicable to coverage under the benefit programs. Individual and family medical insurance will be continued during such layoff up to a maximum of six (6) months from the end of the month which was last worked. If a laid off employee has not returned to work at the end of such period, individual and family medical coverage terminates subject to the “continuation” and “conversion” as described in COBRA Laws.
- C. If an employee ceases work because of a non-occupational disability, individual and family medical insurance will be continued during absence due to such disability up to a maximum of three (3) months from the end of the month which was last worked, after exhaustion of accumulated sick days.
- D. If an employee ceases work because of an occupational disability, individual and family medical insurance will be continued during absence due to such disability up to a maximum of twelve (12) months from the end of the month which was last worked, but in no circumstance beyond the end of the month for which statutory compensation payments terminate.
- E. If an employee returns to work following an absence on account of layoff, leave of absence, or disability during which coverage under the insurance programs shall have terminated, all coverages under the insurance programs will be reinstated on the date the employee returns to work.

ARTICLE 26
SHIFT DIFFERENTIAL

Section 1. In the event that the Employer determines that operational needs require the establishment of a second (2nd) shift, the parties agree that a shift differential shall be provided. If possible, the Employer agrees to meet with the Union prior to the establishment of a second (2nd) shift.

Section 2. In the event that a second (2nd) shift is established, employees scheduled to work that shift shall receive an additional one dollar (\$1.00) per hour shift differential.

ARTICLE 27
LONGEVITY

Section 1. Eligibility. Effective January 1, 2010, bargaining unit members will receive longevity pay. Longevity pay is based on years of continuous full-time service with the Boardman Township Road Department. No bargaining unit members shall receive longevity pay until they have completed the required amount of continuous full-time service with the Employer.

Section 2. Longevity Schedule. Longevity pay shall be given to bargaining unit members in the form of an hourly supplement according to the following schedule:

<u>Years of Continuous Service with the Employer</u>	<u>Longevity Supplement</u>
After 5 years of completed service	\$.25
After 10 years of completed service	\$.30
After 15 years of completed service	\$.35
After 20 years of completed service	\$.40

ARTICLE 28
OUT OF CLASS COMPENSATION

Section 1. Whenever a bargaining unit member is assigned to perform work by the Road Superintendent or Assistant Road Superintendent in a higher pay classification, he shall be paid one (1) hour of overtime at the employee's normal pay classification which can be taken in money or A.T.

ARTICLE 29
CLOTHING ALLOWANCE

Section 1. All full-time employees of the Road Department, after six (6) months employment, shall receive a clothing allowance of six hundred dollars (\$600.00) the first year of the Agreement; five hundred dollars (\$500.00) the second year of the Agreement, and four hundred dollars (\$400.00) the third year of the Agreement, to be paid by the end of the first pay period in April.

Section 2. Uniform Guidelines. The accepted Road Department clothing will consist of the following:

1. Pants - Dark Blue
2. Shirt, Sweatshirt and/or Vest - Grey or Light or Dark Blue
3. Outer Coat - Dark Blue
4. Specialty Garments, As Available - Any Color (i.e., welder's jacket, overalls, etc.)

With Superintendent's Approval

5. Blue jean shorts when, in the opinion of the Road Superintendent and with his approval, weather and job conditions permit.

Section 3. Uniform Directive. Failure to wear the uniform after accepting the clothing allowance shall be dealt with as per the existing directive dated August 26, 1977, by the Boardman Township Trustees as modified on October 27, 1988, striking the word “supplied and.”

ARTICLE 30
VACATION

Section 1. Eligibility. It is the intent of the parties to supercede R.C. 9.44. Vacation eligibility is based on years of continuous full-time service with the Employer, and shall include credit for active military service undertaken after the onset of employment. 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 employees hired after January 1, 2007, bargaining unit members shall accrue vacations according to the following schedule:

<u>Years of Service</u>	<u>Annual Vacation</u>	<u>Days/Hours</u>
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	20 days/160 hours
25 years or more	5 weeks	25 days/200 hours

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

Section 3. Vacation Scheduling. Vacation may only be taken a week at a time, with the following exceptions. An employee may take one week of his vacation one or more days at a time; and, if an employee has vacation days which number less than five (5), the employee may use them one or more days at a time.

Requests by members for vacation will be granted on the basis of classification seniority and shall be scheduled within the first seventy-five (75) calendar days of each year, except that the one week, day use vacation will be dealt with on a case-by-case basis with the Superintendent. In all cases, a minimum of forty-eight (48) hours’ notice shall be directed to the Superintendent or his designee. There shall be a maximum of three (3) people off at any one time and at NO time will there be more than two (2) people off in any one classification except that in computing the number of people on vacation the following job classes shall be excluded from such computation:

- A. Mechanic.
- B. Road Inspector.
- C. No two mechanics may be off at the same time.

D. Only one foreman is permitted off on vacation at any given time. Foreman shall not be permitted to use A.T. time during the period another foreman is on vacation. The efficient and effective operation of the department shall not be jeopardized as determined by the Superintendent or his Assistant and their decisions shall only be appealed through the grievance procedure.

Section 4. Accumulated Vacation Time. The Township may, in special and meritorious cases, permit employees to accumulate and carry over vacation leave to the following year. No vacation leave shall be carried over for more than three (3) years.

Section 5. Unused Vacation Time. Unused accumulated vacation time prorated to the date of separation to any member who leaves the employment of the Township for any reason or is laid off will be paid in full.

Unused accumulated vacation time will be paid to the surviving spouse or estate of any member who dies, prorated to the date of his death. Any member who transfers to another agency within the Township shall also have his unused accumulated vacation time transferred.

Section 6. Vacation Pay. Vacation pay will be computed at the appropriate rate earned by the member at the time vacation is actually taken.

Section 7. Prior Unused Vacation Time. Unused vacation time accumulated prior to the effective date of this Agreement shall be retained and taken at such times and in such amounts as provided in this Agreement.

ARTICLE 31 **HOLIDAYS**

Section 1. Holidays. All full-time employees of the Road Department shall receive the following holidays off with full pay. Bargaining unit members will receive eight (8) hours of holiday pay for each recognized holiday. To qualify for holiday pay, the employee must work their last scheduled hours on the work day before and the entire working day after the holiday, or have a reason for such absences which is deemed acceptable by the Road Superintendent. During the duration of the contract, each employee is given one warning for not having an acceptable absence.

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Martin Luther King Day | 7. President's Day |
| 3. Memorial Day | 8. Independence Day |
| 4. Labor Day | 9. Christmas Day |
| 5. Columbus Day | 10. Veteran's Day |

Section 2. Rate of Pay. Full-time employees performing work on a holiday will receive one and one half times (1 1/2) times their regular rate of pay for all hours actually worked.

Section 3. 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.

ARTICLE 32
PAID PERSONAL LEAVE DAY

Section 1. All full time employees of the Road Department shall receive the day after Thanksgiving off with pay. This shall be treated as a paid personal leave day and shall not be deducted from any vacation or other leave. In the event it becomes necessary to call out an employee from his paid personal leave day for snow or ice removal another day of paid personal leave shall be substituted for this day and the selection of this substitute day shall be made by the employee with the agreement of the Road Superintendent. The Road Superintendent shall not unreasonably deny the selection of the substituted day of paid personal leave.

ARTICLE 33
SICK LEAVE

Section 1. Accrual. All full-time employees of the Road Department shall earn sick leave at the rate of four and six tenths (4.6) hours per eighty (80) hours of service. Each employee will be charged by hours of sick leave for each hour of absence from previously scheduled work.

Section 2. Reporting Off. Any employee wishing to report off sick must, themselves or someone on their behalf, call the Road Department office before 7:15 a.m. each day they are reporting off. After five (5) consecutive sick days, a doctor's certificate will be required. For less than five (5) consecutive days reported off sick, a signed report-off form must be submitted to the Department Head.

Section 3. Usage. Upon approval of the Employer, sick leave shall be granted to members for absence from regularly scheduled hours of employment for the following reasons:

- A. Sickness, illness, or injury of the member.
- B. Exposure to contagious disease which could be communicated to other persons.
- C. Sickness, illness or injury to a member of the immediate family of the member.

Section 4. Sick Leave Transfer. An employee who transfers to the Employer from another public agency shall not be credited with the unused balance of accumulated sick leave earned elsewhere.

Section 5. Separation Payments. At the time of retirement under the Ohio Public Employees Retirement System (OPERS) and having ten (10) years of service with the Employer, an employee is eligible to receive payment for thirty percent (30%) of his unused, accumulated sick leave earned with the Township, up to a maximum of sixty (60) days pay, four hundred eighty (480) hours. An employee who terminates employment as a result of a violation of the Employer's Rules or Regulations or a criminal conviction of law is not eligible to receive payment under this section.

ARTICLE 34
INJURY ON DUTY

Section 1. Purpose. The intent and purpose of the injury leave policy herein is for the Township to assist employees with work-related injuries in obtaining the necessary maintenance and care during the short period of time following the work-related injury.

Section 2. Amount. All members shall be entitled to ninety (90) working days of injury leave with salary continuation and benefits at 100% during every two year period of employment for a service-connected injury or disability sustained during the performance of duties.

Section 3. Request Procedure. All requests for the use of injury leave shall be made to the Road Department Superintendent and/or his designee.

Requests for extending this ninety (90) day injury leave period, due to extenuating medical circumstances, may be made by the injured employee or his/her designee upon written request to the Road Department Superintendent. The employee's written request must indicate the length of the extension requested and supporting rationale.

Section 4. Workers' Compensation. Nothing in this contract provision shall prohibit the injured employee the right to present related medical information to support a request for extension of the ninety (90) day injury leave period. Nothing in this contract provision shall be construed to impair, prohibit or discourage the right of an employee to file a worker's compensation claim under the laws of Ohio.

Any additional claims in a two (2) year period will be based on the date of injury of the first claim. Each claim shall be reviewed by the Road Department Superintendent who may grant an exception to this article and permit an additional claim in a two (2) year period.

Section 5. Procedure.

- A. **Pay on Date of Injury.** Whenever a member is required to stop working because of a service connected injury or disability, he shall be paid for the remaining hours of that workday and such time shall not be charged to leave of any kind.

- B. **Application.** In order to be able to receive payment in accordance with the provisions contained herein, an employee injured in the line of duty shall complete the required steps for eligibility certification established by the Employer and apply to the Bureau of Workers' Compensation for medical benefits only. Pending the determination of the claim's compensability by the Employer, an employee may use any accrued sick leave, vacation leave, or other available paid leave to cover the time during which he is unable to work. Upon the approval of the claim for medical benefits by the Bureau of Workers' Compensation, the employee will be re-credited with all paid leave that was used to cover the time it took for the claim to be initially determined as compensable, and will receive his regular rate of pay for the remaining time during the ninety (90) day period.

Should a claim be denied at any time, the Employer's obligation to provide such payment(s) shall be terminated and the employee shall reimburse the Employer for payments already received.

- C. Light Duty/Transitional Work During IOD Period. During the IOD period, if an employee on injury leave is capable of performing light duties, the Township may reasonably require that member to return from injury leave and perform such light duties. If an employee on injury leave and/or is capable of performing light duties, he may request to return from injury leave and perform such light duties. All requests for light or limited duty will be directed to the Road Department Superintendent and will be handled on a case-by-case basis. The Township may require an employee to produce a physician's statement relative to his ability or lack of ability to perform light work.

Such light duty shall be temporary and transitional in nature, and may include job modifications and/or assignments to permit rehabilitation so the member can return to his/her regular job. Light duty jobs and/or assignments and length of such temporary/transitional assignments therein, shall be determined by the employer. An understanding of light duty job assignments as related to a member's limitations shall be determined through consultation with the employer, the member, and his/her treating physician's certification on his/her physical or mental capacity and limitations if a member of the unit requests to perform light duty work and/or assignments. All medical releases to work in light duty jobs and/or assignments which are provided by physicians must clearly define the work restrictions in objective terms of what the employee may or may not physically perform in a light duty job assignment which has been determined by the employer.

- D. Required Information to Substantiate Need for Leave. All employees on injured-on-duty leave must have their physician complete a short medical report form every thirty (30) days which verifies the status of the employee as related to the need for injured on-duty pay; employees are required to turn in said short medical report form to the Road Department Superintendent in order to receive injured on duty pay every two (2) weeks in advance of, and in accordance with, the payroll process. The Employer may require a physical by an impartial physician if the bargaining unit member is off work for more than thirty (30) calendar days. For each successive thirty (30) days another physical may be required with the same restrictions as to continuing I.O.D. payments. All charges for these employer required physicals will be paid by the Township.
- E. Required Information to Return to Duty. When an employee returns to work from injured-on-duty leave, and has provided the Employer with the appropriate and required medical documentation that the injury resulting from the subject claim has been treated, healed and/or resolved, the injured-on-duty claim and related injury shall be deemed closed unless otherwise supported by factual, medical evidence and documentation.
- F. Light Duty/Transitional Work After IOD Period. After the IOD period should the employee still be unable to return to work, the Employer, at its discretion, may require the employee to submit to a fitness for duty exam to ascertain whether or not a light duty position may be available. The employee may also apply for lost wages and benefits through the Bureau of Worker's Compensation.

Should a fitness for duty exam or physician's certification determine that the employee is capable of performing in a light duty capacity, and the Employer determine that it wishes to offer a light duty position, an offer of light duty will be made to the employee. The light duty position will be compensated at seventy-five percent (75%) of the employee's regular hourly rate. It is within the employee's sole discretion whether or not he wishes to accept the Employer's offer of light duty. Nothing in this article shall obligate the Employer to offer or create a light duty position for an employee who is unable to return to work after the ninety (90) day period.

Light duty positions are intended to be temporary in nature. Whether or not to offer or continue a light duty position is at the sole discretion of the Employer.

- G. Continuation of Medical Coverage. A member who is on I.O.D. shall have full medical coverage maintained by the Township for a period of one (1) year.

ARTICLE 35 **JURY DUTY**

Section 1. A member serving upon a jury or subpoenaed to be a witness in any court of law will be paid his regular wages for each workday he is so serving, less whatever amount such member may otherwise receive as compensation for jury or witness duty. Time so served shall be deemed active and continuous service for all purposes. Jury duty leave need not be granted an employee solely for personal reasons.

Section 2. Bargaining unit members will keep the Superintendent and/or his designee apprised of their daily status when on jury duty leave. Bargaining unit members will report to work those days they are excused from jury duty, so long as at least one-half (1/2) of the work day remains.

ARTICLE 36 **MILITARY LEAVE**

Section 1. Bargaining unit members who are members of the Ohio National Guard or any military reserve unit shall be granted military leave with pay when ordered to military training exercises not to exceed thirty-one (31) days per calendar year. Military leave pay shall be the difference between the member's regular pay and service pay. The member may, at his option, elect to use accumulated vacation and receive vacation pay in lieu of military leave pay.

Section 2. A member shall be granted a leave of absence without pay to serve in the Armed Forces of the United States or any branch thereof. Such leave shall last only for the initial enlistment or induction period. Members on military leave without pay shall continue to accrue seniority and, if the member requests, reinstatement within thirty-one (31) days of his discharge from military service; the Township shall reinstate the member at the same job class as when he left (with full credit prior seniority). The Township may require the member to establish that his physical and mental conditions have not been impaired so as to render him incompetent to perform the duties of his position.

ARTICLE 37
BEREAVEMENT LEAVE

Section 1. When a death occurs in the immediate family of a member, he shall be granted three (3) days of sick leave with pay, provided the member is in attendance, except when the employee is physically or emotionally unable to be in attendance. The immediate family is described as spouse, parent, parent-in-law, stepparent, child, stepchild, foster child, brother, half-brother, sister, half-sister, grandparents, grandchild, brother-in-law, sister-in-law, aunts, uncles, and foster parent. When a case arises of necessity (such as the need for the employee to travel more than 400 miles), the Township may grant up to one (1) week of sick leave with pay. Whenever bereavement leave is granted, it will not have any effect on the semiannual incentive program.

ARTICLE 38
EMPLOYEE BIRTHDAY

Section 1. Each employee shall have his birthday off with pay. If the birthday falls on a Saturday, Friday will be taken off. If the birthday falls on Sunday, Monday will be taken off. If an employee's birthday falls on a legal holiday, either the day before or the day after shall be taken off.

ARTICLE 39
LEAVE WITHOUT PAY

Section 1. The Township may grant temporary leave without pay for a period not to exceed sixty (60) calendar days upon the request of a member for a good cause shown. Such request will not be unreasonably denied. This leave may only be granted once to an employee for the duration of this Contract and no more than one (1) employee at a time may enjoy this leave unless the Township makes exception, which exception shall be within the Township's sound discretionary authority.

Section 2. A member who is unable to work due to sickness, injury or illness beginning on or after December 1, 1994, who has exhausted all available leave, shall be granted leave without pay for up to one (1) year if requested by the member, in writing. Any member granted leave as set forth herein without pay shall be reinstated to his former rank, if physically and mentally competent to perform his duties.

ARTICLE 40
UNION LEAVE

Section 1. At the request of the Union, a leave of absence with pay shall be granted to the Association President and Vice President or their designee required to perform any function on behalf of the T.W.A., upon approval of the Trustees. Such request shall not be unreasonably denied and shall not exceed three (3) days per year in total.

ARTICLE 41
FAMILY AND MEDICAL LEAVE ACT (FMLA)

Section 1. The parties agree to be bound by the provisions of the Family and Medical Leave Act (FMLA) of 1993, and as set forth herein.

Any leave taken by an employee for the following reasons shall be applied against the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave:

- A. The birth of a son or daughter, and to care for the newborn child;
- B. The placement with the employee of a son or daughter for adoption or foster care;
- C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
- D. Because of a serious health condition that makes the employee unable to perform the function of his or her job.

The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above. Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family Medical Leave Act shall not be reduced to comply with the FMLA.

No employee shall lose seniority during the period of time which is attributable to the Family Medical Leave Act. An employee shall not be required to use paid leave benefits provided in this Labor Agreement prior to the use of unpaid leave.

ARTICLE 42 **TRAINING AND DEVELOPMENT**

Section 1. Expense Reimbursement. Employees who travel on authorized Township business for training, professional development purposes, or public service activities approved by the Township Administration 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 Township Administration may establish maximum reimbursable limits for travel expenses.

Section 2. Registration Fees. Registration fees for conferences, seminars or other such events deemed to be in the best interest of the Township, when approved by the Township Administration, shall be paid for the employee either by direct payment, by advancement or reimbursement.

Section 3. Mileage. In the event that an employee receives prior approval by the Township Administration to use his vehicle for the purpose of Township business, that person will be paid at the then prevailing rate of mileage reimbursement paid by the Township.

ARTICLE 43 **SEVERANCE PAY**

Section 1. An employee who leaves the employ of the Township for any reason shall be paid as severance pay: for all hours worked but unpaid; all hours credited but unpaid; any accrued compensatory time, subject to the provisions of the Fair Labor Standards Act, as amended; unused vacation.

ARTICLE 44
RETIREMENT AND DISABILITY PENSIONS

Section 1. PERS. The Township shall continue payments into the pension system (PERS) at the applicable rate, as set forth by the administrators of the system and as required under Ohio Revised Code. The Township shall, within six (6) months of the effective date of this Agreement, institute the proper procedure under existing state law to see that the members' contributions to PERS receive tax-deferred treatment.

ARTICLE 45
PERFECT ATTENDANCE INCENTIVE

Section 1. Each full-time employee subject to this Agreement shall be paid a quarterly incentive award for work attendance as follows:

Perfect Attendance	\$150.00
--------------------	----------

The quarterly incentive award shall be calculated for three (3) consecutive months commencing January 1 and continuing for each three (3) month period thereafter. Payment of the attendance incentive award shall be made in April, July, October, and January. Use of I.O.D. shall be counted as time off when calculating the benefit.

ARTICLE 46
ATTENDANCE INCENTIVE PROGRAM

Section 1. Vacation Sell-Back. Any full-time employee who, after completion of six (6) years of service, maintains at least the following percentage of his earned sick leave shall be eligible to sell back vacation as follows:

- Six (6) but less than twelve (12) years of service: employee maintaining eighty percent (80%) of his earned sick leave may sell back one (1) week of vacation;
- Twelve (12) but less than nineteen (19) years of service: employee maintaining seventy-eight percent (78%) of his earned sick leave may sell back two (2) weeks of vacation;
- twenty (20) but less than twenty-three (23) years of service: employee maintaining seventy-four percent (74%) of his earned sick leave may sell back four (4) weeks of vacation; and,
- Twenty-three (23) or more years of service: employee maintaining seventy percent (70%) of his earned sick leave may sell back five (5) weeks of vacation

Section 2. Sick Leave Sell-Back. By November 1st of each year, all employees who have at least three hundred (300) hours of banked sick time accumulated are eligible to participate in a sick time buy back option. Eligible employees shall be permitted to sell back sick time hours they have not used, on a form provided by the employer, on a 2:1 ratio (50%).

1. A minimum of three hundred (300) accumulated hours must remain in the bank upon execution of a buy back option;
2. Buy back options shall not exceed a maximum of one hundred twenty (120) hours accumulated in the previous twelve (12) month period; and,

Section 3. Procedure. If the employee is eligible, he shall notify the Employer by November 1st of each year as to how much vacation and/or sick leave, if any, he desires to sell back. The vacation and/or sick leave sold back to the Employer shall be that which is earned during the previous year and paid to the employee by January 30 of the following year.

Section 4. Any full-time employee, who during his career was off on sick leave due to an extended illness or injury, may make a request to the Appointing Authority to not consider sick leave time used for those purposes against his percentage of earned sick leave, for the purposes of Sections 1 and 2. It is within the Appointing Authority's sole discretion as to whether or not to grant such a waiver.

ARTICLE 47 **COMMERCIAL DRIVER'S LICENSE**

Section 1. Loss of Licensure/Temporary Reduction. In the event that an employee holding a Commercial Driver's License (CDL) has it suspended by the Bureau of Motor Vehicles, or is without a current license, he shall immediately be reduced to a Skilled Laborer. Failure of the employee to report such loss of CDL to the Road Superintendent may be grounds for discipline, including dismissal.

After the employee has been reduced to Skilled Laborer, another qualified employee shall be temporarily promoted to fill reduced employee's former position. The reduced employee shall be re-appointed after serving his full suspension and his CDL is once again obtained.

Loss of license for life is the only exception to this rule. In all cases of CDL suspension of license the employee must be able to perform skilled laborer work.

Section 2. CDL Bonus. All employees holding current CDL's and maintaining in good standing shall receive the following annual payment:

Class A	\$600.00
Class B	\$575.00

ARTICLE 48 **DURATION**

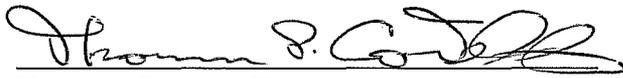
This Agreement shall be effective January 1, 2011, through December 31, 2013, and shall continue in full force and effect unless either party gives timely written notice to the other of their intent to commence negotiations. Notice shall be given no sooner than one hundred twenty (120) days, nor later than sixty (60) days prior to the expiration of the Agreement. If such notice is given, negotiations shall commence and the provisions of this Agreement will be maintained until such time as a successor Agreement is in effect.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands this 10th day of January, 2011.

FOR THE BOARDMAN TOWNSHIP


Brad Calhoun, Trustee


Thomas Costello, Trustee


Larry Moliterno, Trustee


Jason Lorce, Township Administrator


Larry Wilson, Road Superintendent

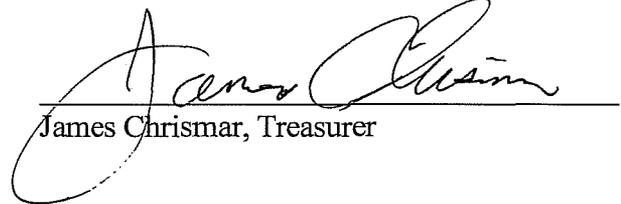

Michael D. Esposito, Labor Consultant
Clemans, Nelson, & Associates, Inc.

FOR THE UNION


Keith Mead, Union President


William Costello, Union Vice-President


David Fait, Secretary


James Chrismar, Treasurer

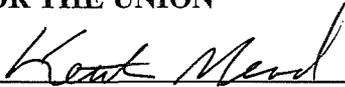
SIDE LETTER #1
EXTENDED RECALL TO EMPLOYEES LAID-OFF AS OF JANUARY 1, 2011

Section 1. The parties agree that employees who are currently laid-off as of January 1st 2011 will receive two (2) additional years of recall rights effective January 1st 2011. This does not apply to current employees of the Road Department.

FOR THE EMPLOYER



FOR THE UNION



DATE SIGNED

1/10/2011

SIDE LETTER #2
ATTENDANCE INCENTIVE CRITERIA WAIVER #1

Section 1. The parties agree that all members of the bargaining unit as of January 1, 2008, shall have the eligibility criteria for participation in the attendance incentive program in Article 46, measured from that date forward.

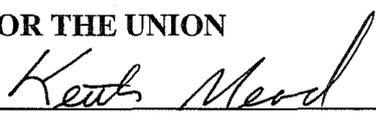
Section 2. Members maintaining the applicable required balance for accrued sick leave from January 1, 2008 shall be eligible for participation under the terms of the contract.

Section 3. Anyone hired after January 1, 2008 shall follow Article 46 as written.

FOR THE EMPLOYER



FOR THE UNION



DATE SIGNED

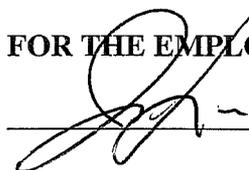
1/10/2011

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

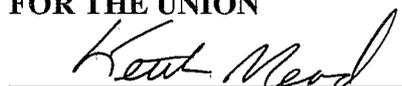
Section 1. The parties agree that full-time employees hired prior to January 1, 2007, shall receive vacation leave in accordance with the following schedule:

<u>Years of Service</u>	<u>Days/Hours</u>	<u>Years of Service</u>	<u>Days/Hours</u>
1 years	10 days/80 hours	18 years	26 days/208 hours
6 years	15 days/120 hours	19 years	27 days/216 hours
7 years	16 days/128 hours	20 years	28 days/224 hours
8 years	17 days/136 hours	21 years	29 days/232 hours
9 years	18 days/144 hours	22 years	30 days/240 hours
10 years	19 days/152 hours	23 years	31 days/248 hours
11 years	20 days/160 hours	24 years	32 days/256 hours
12 years	20 days/160 hours	25 years	33 days/264 hours
13 years	21 days/168 hours	26 years	34 days/272 hours
14 years	22 days/176 hours	27 years	35 days/280 hours
15 years	23 days/184 hours	28 years	35 days/280 hours
16 years	24 days/192 hours	29 years	35 days/280 hours
17 years	25 days/200 hours	30 years	35 days/280 hours

FOR THE EMPLOYER



FOR THE UNION



DATE SIGNED

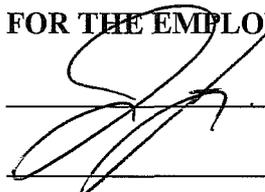
11/10/2011

SIDE LETTER #4
CSB FISCAL EMERGENCY DECLARATION

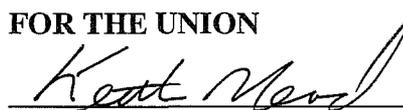
The parties agree that bargaining unit members will be entitled to a five hundred dollar (\$500.00), one-time signing bonus to be paid by within thirty (30) days of execution. The parties also agree that bargaining unit members shall also receive a five hundred dollar (\$500.00) signing bonus for 2012 and 2013. This bonus payment shall be made in equal installments of two-hundred fifty dollars (\$250.00) during the first pay period in January 2012 and January 2013.

The bonus payments in January 2012 and January 2013, shall be increased five hundred dollars (\$500.00) each (i.e. \$750.00) should the Township not be placed in fiscal emergency either by declaration of or as a result of a fiscal analysis from the Local Government Services Section of the State of Ohio Auditor's Office. In the event of such a designation is made, the bonus payments shall remain as set forth in the preceding paragraph.

FOR THE EMPLOYER



FOR THE UNION



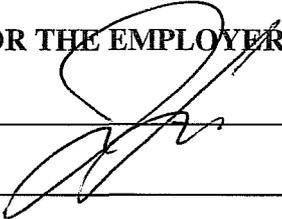
DATE SIGNED

1/10/2011

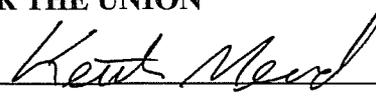
SIDE LETTER #5
CONTRIBUTION TO PREMIUM FOR HEALTH CARE

The parties agree that the contribution rates under section 2 of Article 25 Insurance shall begin upon the renewal date for the Township's Health Insurance Plan in April 2011.

FOR THE EMPLOYER



FOR THE UNION



DATE SIGNED

1/10/2011

APPENDIX A
REDUCTION IN FORCE & RECALL LIST

<u>List "A"</u>	<u>List "B"</u>
Foreman	Mechanic
Road Inspector	
Utility Man	
Operator	
Driver	
Laborer	