

10-MED-11-1679
AGREEMENT 1537-03
BETWEEN

STATE EMPLOYMENT
RELATIONS BOARD

2011 SEP -6 P 1:41

K#27468

POLAND TOWNSHIP ROAD DEPARTMENT



POLAND TOWNSHIP BOARD OF TRUSTEES

EFFECTIVE JANUARY 1, 2011 TO DECEMBER 31, 2013

ARTICLE 1
AGREEMENT

This Agreement made and entered into by and between The Board of Poland Township Trustees, hereinafter referred to as the "Township" or "Employer" and Teamsters Local Union 377, Poland Township Unit, affiliated with The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union", The conditions of this Agreement shall become effective upon ratification. This Agreement shall become effective January 1, 2011 and terminate December 31, 2013. The purpose and scope of this Agreement is to promote cooperation and understanding between the Township and the Union, to insure 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 2
UNION RECOGNITION

Section 1. This Agreement shall apply to all existing full-time and regular part-time members of the Union and future full-time and regular part-time employees of Poland Township as per the SERB Certification.

Section 2. The Shop Steward or his designate shall be entitled to forty (40) hours of time off with pay within the calendar year to attend association collective bargaining matters. Leave shall occur upon the approval of the immediate Supervisor.

Section 3. If, during the term of this contract, the Township establishes non-bargaining unit supervisory job classifications or additional non-bargaining employment positions written notice of the same shall be provided to the Union so that interested Union members may make application for and/or submit resumes for said positions. With the exception of seasonal employees Non Bargaining Unit employees shall not perform any Bargaining Unit work.

ARTICLE 3
UNION SECURITY

Section 1. All present employees who are members of the Local Union on the effective date of this Agreement shall remain members of the Local Union in good standing as a condition of employment and those who are not members shall choose to become members or pay a fair share in accordance with State Law as a condition of employment. All such employees hired on or after its effective date shall become and remain members in good standing or pay a fair share fee in accordance with State Law on the 31st day following the beginning of their employment as a condition of employment. The same being subject to the provisions of Article 2: Section 1.

ARTICLE 4
UNION DUES / CHECK-OFF / FEES

Section 1. The Union shall have the right to appoint, in writing, a Steward from the Union, who shall be authorized to represent the Union in matters covered by this Agreement.

Section 2. The Union will not solicit membership in the Union or distribute literature among employees during their working hours.

Section 3. The Township will send Union dues to the Teamsters within ten (10) days of the employee's receipt of the first pay of each month.

Section 4. Bulletin Board. The Township agrees to provide a bulletin board for Union notices.

ARTICLE 5
PROBATIONARY PERIOD

Section 1. Each newly hired employee shall serve a probationary period of six (6) 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.

ARTICLE 6
CASE OF EMERGENCY CLAUSE

Section 1. In case of national, state, or local emergency all employees are subject to immediate action as required.

ARTICLE 7
CONTINGENCIES UNFORSEEN

Section 1. It is agreed that in the event issues arise with respect to wages, hours, terms and other conditions of employment that are not covered by this Agreement, the parties agree to negotiate in good faith at reasonable times and places with the intention of resolving any such issues.

ARTICLE 8
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 of such finding 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 that matter in accordance with Q.R.C. 4117.

ARTICLE 9
DISCIPLINE AND DISCHARGES

Section 1. Disciplinary action may be imposed upon an employee only for just cause.

Section 2. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public. The Road Department Supervisor shall not be responsible for the imposition of employee discipline.

Section 3. The Employer shall follow a policy of progressive discipline. Discipline is meant to be corrective and not punitive.

Section 4. A pre-disciplinary conference shall be held before disciplines are imposed, Employees shall have Union representation at this conference, and the Employer shall set forth all of the facts that led to the discipline.

Section 5. All discipline shall be invalidated and shall not constitute the basis for progressive disciplinary action after the expiration of a one (1) year period during which there has been no intervening discipline for the same offense or similar during said one (1) year.

Section 6. All suspensions pertaining to work days may be satisfied by an employee giving up unused vacation days or other unused paid days off.

Section 7. The Employer shall not discipline any employee without just cause. If, in any case, the Employer feels there is just cause for discipline, the employee and his Steward will be notified in writing that the employee may be disciplined and must follow all rules contained herein.

Section 8. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with restoration of all other rights and conditions of employment.

Section 9. No disciplinary action will be taken under this Agreement against an employee for unintentional damage to Township equipment. And no disciplinary action will be taken against any employee because of an anonymous complaint or until an investigation of such complaint is made. This Section shall not apply to the pattern negligence of any employee.

ARTICLE 10 GRIEVANCE COMMITTEE

Section 1. The Employees selected, as Stewards shall constitute the Union Grievance Committee. The Committee shall meet amongst themselves from time-to-time for the purpose of adjusting pending grievances and discussing procedures for avoiding future grievances. In addition, the Committee may discuss with the Board of Trustees ways in which to improve the relationship between the Union and the Township, after first discussing their improvements with the Township Trustees.

ARTICLE 11 GRIEVANCE AND ARBITRATION

Section 1. Any grievance or dispute which may arise between the parties regarding the application, meaning, or interpretation of this Contract, shall be settled in the following manner:

Step 1. The grievant or the Union Steward shall take up the written grievance or dispute with the Supervisor, delivered by hand and marked "received" or by sending the grievance to the Supervisor or Clerk

of the Township by certified U.S. Mail, within thirty (30) days of the date of the incident, or the date on which the employee knows or should have known of the occurrence. The Supervisor shall respond in writing to the Steward within ten (10) working days of receiving written notice of the grievance. If no response is given, the Employer concedes to the Union and the Grievant's demands must be met within twenty (20) days of said meeting unless time restraints are mutually extended.

Step 2. If the grievance has not been settled, it shall be presented in writing to the Board of Trustees, delivered by hand and marked "delivered" or by sending the grievance to the Supervisor or Clerk of the Township by certified U.S. Mail, within thirty days after the Supervisor's response is due. The Trustees shall respond to the Steward in writing within thirty (30) days. If no response is given, the Employer concedes to the Union and the Grievant's demands must be met within twenty (20) days of said meeting unless time restraints are mutually extended.

Step 3. If the employee decides to arbitrate the Trustees' decision, the written notice to arbitrate must be sent to the Township Clerk by certified U.S. Mail, return receipt requested, within thirty (30) days of their decision. In the event the Union requests arbitration of a grievance as set forth above, representatives of the Union and the Employer shall attempt to mutually agree upon the selection of an arbitrator. Failing agreement, either the Union or the Employer shall have the right to request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). Any panel of arbitrators submitted by FMCS shall be limited to labor arbitrators who maintain an office in either Northeastern Ohio or Western Pennsylvania. Each party shall have the right to reject one (1) panel of arbitrators. Each shall separately strike any arbitrators on the panel who are unacceptable, and number those who are acceptable in order of preference and the arbitrator will be selected in accordance with FMCS rules. The decision of the arbitrator shall be final and binding upon all parties and the fees and expenses of the arbitrator shall be paid equally by the Union and the Township. 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.

ARTICLE 12

SENIORITY, DEPARTMENTS AND CLASSIFICATIONS

Section 1. For all temporary, seasonal or part-time employees who become a full-time employee after January 1, 2008, their seniority shall be deemed to have commenced as of their date of hire for the full-time position. Seniority shall prevail at all times.

Section 2. For the purpose of vacations, requested vacations shall be granted pursuant to department seniority for requests made prior to April 30th Requests made after April 30th shall be granted on a first come first served basis. Employees on vacation will be limited to two (2) at any one time the scheduling of vacations being subject to prior approval by the Road Department Supervisor.

Section 3. There shall be one (1) Road Department Supervisor also recognized as a working foreman and a permanent operator, and one (1) Assistant Road Department Supervisor recognized as a working foreman and a permanent operator.

Operators shall include:

- a. All snow and ice control truck drivers
- b. Grass crew leaders

- c. Cutter bar and brush hog operators
- d. Front end loader operators
- e. Backhoe operators
- f. Carpenter leaders
- g. Roller operators
- h. Tar truck operators
- i. Sewer jet truck operators
- j. Motorized wood chipper operators
- k. Welders
- l. Street sweeper operators
- m. Road grater operators
- n. The operators will continue to perform operator tasks which they have historically performed and other assigned tasks relative to their positions.

Section 4. All job vacancies and new job openings in the bargaining unit will be posted for bid for five (5) working days within the Department. All bids shall be awarded by seniority. In the event a senior bargaining unit member is on an approved leave of absence (i.e. Vacation, F.M.L.A., Workers Compensation, Etc.) they shall automatically be awarded the bid; the next senior bidder shall be temporarily awarded the bid at the highest prevailing rates until the senior member returns to work. Upon their return the senior member shall have the option of taking the bid or remaining in their current position. If no employees bid for the position the Township may hire a new employee for the position.

Section 5. With specific reference to the positions of Road Department Supervisor and Assistant Road Department Supervisor, after January 1, 2011 employees assuming these positions shall serve a Six (6) month probationary period during which the Township may demote the employee to his or her previous position held with the Township without loss of seniority. Prior to such demotion, the Township shall conference together with the employee and Union executive to discuss such demotion and demonstrate just cause for removal of the employee. The employee and/or the Union shall have recourse to the grievance procedure to challenge such demotion during the probationary period.

ARTICLE 13 **LAYOFF AND RECALL**

Section 1. In the event it becomes necessary to lay off employees due to any circumstances, employees shall be laid off according to departmental seniority with the least amount of seniority being the first to be laid off. An employee laid off shall be subject to recall without loss of seniority.

Section 2. Recall from layoff shall occur according to seniority with the most senior employee recalled first.

Section 3. No part-time temporary or seasonal employee shall be hired unless all laid off employees are first recalled to full-time status.

Section 4. Notice of recall shall be sent to the laid off employee at their last known address on file with the Township or provided to the Township by the employee. Upon receipt of said notice, the employee shall have fourteen (14) days to serve written notice of his acceptance of recall to the Township.

Section 5. A laid off employee's right to recall shall expire three (3) years from the date of the employee's lay off notice.

ARTICLE 14
HOURS OF WORK / OVERTIME

Section 1. The workweek shall be defined as five (5) consecutive eight (8) hour days from Monday through Friday.

* **Section 2.** Regular hours of work shall be consecutive from 7:00 a.m. until 3:00 p.m. except during daylight savings time when the hours shall be consecutive from 6:00 a.m. until 2:00 p.m., ~~except for~~ ^{per direction of trustees} interruptions of work for one (1) paid fifteen (15) minute break, for every four (4) hours of work occurring at 9:00 A.M. and 1:00 P.M., and for one (1) paid thirty (30) minute lunch period. Overtime for the Road Department Supervisor shall be limited to a maximum of three hundred (300) hours per calendar year, unless authorized by the Township. ~~Start times may be changed with mutual consent. During the months of~~ ^{From} November through March ~~31st~~ ^{31st} regular work hours may be modified to be from 8:00 A.M. until 4:00 P.M. ^{per direction of trustees.}

Section 3. All hours worked in excess of the normal eight (8) hour workday and all hours worked on Saturdays, shall be paid at the rate of time and one-half (1 1/2).

Section 4. All hours worked on Sundays shall be paid at the rate of two (2) times the hourly rate. All hours worked on Holidays shall be paid at the rate of two (2) times the hourly rate plus eight (8) hours Holiday pay.

Section 5. An employee called out to work shall be paid a minimum of four (4) hours at the overtime rate. This minimum four (4) hour term does not apply if the call out time begins at the same time the employee's regular shift ends.

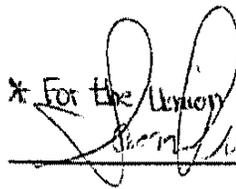
Section 6. All full-time employees who report to work everyday during the workweek are guaranteed a minimum of forty (40) hours pay for that week.

ARTICLE 15
SICK LEAVE / COURT APPEARANCES / JURY DUTY

Section 1. Sick Leave. Employees are granted one and one-quarter (1 1/4) days of sick leave of each completed month of service (15 days maximum) per year, progressive and accumulated up to a maximum of fifteen hundred (1500) hours. Upon retirement, with ten (10) years of active service, an employee will be paid thirty (30%) percent of their unused accumulated sick leave. All employees who do not use sick leave shall receive two hundred (\$200.00) dollars per one-half (1/2) year as an attendance bonus. Sick leave may be taken in one-hour increments.

Section 2. Such leave shall be granted to employees for absence from regularly scheduled hours of employment for the following reasons:

- a. Personal illness or non-occupational injury of the employee;
- b. Disability due to pregnancy of the employee or spouse;
- c. Exposure to 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 shall be defined as spouse, parents, child, stepchild, grandchild, or any person the employee is the legal guardian of.

* For the Union

5-6-11

* For the Township


Section 3. Sick leave for each day shall be paid at eight (8) hours at their regular rate of pay.

Section 4. An employee who is absent three (3) or more days may, 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.

Section 5. All employees shall receive their bi-annual sick leave bonus on or about the closest pay of May 1 and November 1 each year for perfect attendance.

ARTICLE 16 FUNERAL LEAVE

Section 1. In the event of the death of a member of the immediate family of an employee, the employee will receive three (3) days off with pay. "Immediate Family" shall be defined as spouse, parents, child, stepchild, stepparent, 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. Funeral Leave shall not be deducted from any paid time off, weekends or non-scheduled days.

ARTICLE 17 MILITARY LEAVE

Section 1. The Township will comply with all Federal and State Law concerning the granting of unpaid leave to employees so that they can meet their military obligations.

ARTICLE 18 ANNIVERSARY DATE AND VACATION PERIOD

Section 1. Entitlement. The vacation schedule shall be as follows:

Completed Years of Active Service Paid Days Off

1- 5 years	10 days (2 weeks)
6-9 years	15 days (3 weeks)
10-16 years	20 days (4 weeks)
17 years	25 days (5 weeks)

Section 2. When taking Vacation Leave, Employees may take vacation leave to which they are entitled from January 1st of each year following the date they complete the required years of service. Employees on vacation will be limited to two (2) at any one time.

Section 3. After completing one (1) full year of full-time service with the Township January 1st shall become the employee's permanent vacation anniversary date. For the purposes of calculating accrued vacation for retirement purposes, a retiring employee who has only completed a proportional year of service for vacation purposes prior to retirement shall be awarded prorated vacation days based upon the time completed as of the date of retirement.

Section 4. Vacation pay shall be paid at the regular hourly rate an employee works.

Section 5. An employee must take his vacation days within the time periods prescribed above. An employee may (sell back) up to two (2) weeks (14 days) unused vacation time to the Employer at the employee's discretion, receiving payment for unused vacation time in lieu of the vacation time. Any "sell back" of unused employee vacation time must be completed by the employee prior to November 30 of each calendar year. In the event an employee terminates their employment after January 1st of any year they shall be paid for all unused vacation for that year and all earned vacations for the following year on a prorated basis for the time worked that year.

Section 6. Vacation time may be taken all at once or may be split up in any manner.

**ARTICLE 19
HOLIDAYS**

Section 1. All employees shall receive the following days off with pay:

New Year's	Martin Luther King Day (observed)
President's Day (observed)	Easter (observed on Friday before)
Memorial Day (observed)	Independence Day
Labor Day	Columbus Day (observed)
Veterans Day (observed)	Thanksgiving Day
	Christmas Day

Section 2. Holiday pay shall be paid at eight (8) hours pay at the regular rate an employee works, for each of the above eleven (11) Holidays recognized by the Township. In the event a Holiday falls on, Saturday the observed Holiday shall be on Friday, or if Sunday is the observed Holiday shall be on Monday.

Section 3. Each full-time employee, after one (1) year of service within their Department, shall be entitled to five (5) personal days per year, forty (40) hours pay at the regular rate an employee works. Personal days may be used in one (1) hour increments.

**ARTICLE 20
COURT APPEARANCES**

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 their regular hourly rate of pay.

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. An employee that is required to appear in court at the request of the Employer on behalf of the Employer outside of his regularly scheduled work day or on the scheduled day off will be compensated at one and one-half (1 ½) times their hourly rate.

ARTICLE 21
NO STRIKE CLAUSE

Section 1. No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement unless any Article of this Agreement is violated. The Township shall institute no lockout of the employees during the term of this Agreement, unless any Article of this Agreement is violated.

ARTICLE 22
UNAUTHORIZED WORK STOPPAGES

Section 1. The Union agrees to represent all employees in the bargaining unit without discrimination and will not participate in or sanction unauthorized work stoppages

ARTICLE 23
PROTECTION OF RIGHTS

Section 1. It shall not be a violation of this Agreement and it shall not be cause for discipline in the event an employee refuses to enter upon any property involved in a labor dispute or refuses to go through or work behind any picket line, including picket lines at the Employer's place of business.

ARTICLE 24
WAGES

Section 1. Full-time employees shall be compensated according to the following schedule:

	<u>01/01/2011</u>	<u>01/01/2012</u>	<u>01/01.2013</u>
Road Department Supervisor	\$28.08	*	*
Assistant Road Foreman	\$25.25	*	*
Operator/Truck Driver/Laborer	\$22.39	*	*

* For the years 2010 and 2013 there will be a Wage Re-opener. This re-opener will be for Wages only. Either party may quest a Wage Re-opener with a prior 60 days notice.

Section 2. Progressive Hiring Plan: Pay rates for all employees hired after 1/1/05:

- A. All new employees shall be hired at \$10.00 per hour.
- B. On Employee's 1't Anniversary Date 70% of classification rate;
- C. On Employee's 2nd Anniversary Date 80% of classification rate;
- D. On Employee's 3'd Anniversary Date 90% of classification rate;
- E. On Employee's 4d' Anniversary Date 95% of classification rate; ..
- F. On Employee's 5th Anniversary Date 100% of classification rate;

At the discretion of the Employer, new employees may be hired at the 70% of the classification rate should they possess significant pre employment skills.

Employees shall be paid on Thursday of every other week (bi-weekly) at the beginning of their shift. The paycheck shall be in a, sealed envelope, unless waived by the employee.

Section 3. In the event an on-the-job injury, employees shall suffer no loss of income. The Employer shall pay an injured employee until such time Worker's Compensation begins to pay the employee. Any payment made under this Section shall be subject to the Employer's right of reimbursement.

Section 4. In the event any employee suffers any damage to any personal property while in the service of the Township they shall be compensated for the replacement cost of such.

Section 5. All employees with, five (5) years of service shall receive \$0.50 per hour service pay added to their regular rate of pay, 10 years of service shall receive \$1.00 per hour service pay added to their regular rate of pay.

Section 6. All employees required to use their own vehicle in the service of the Township shall be reimbursed for all miles at the established IRS rate.

Section 7. For employees holding the position of Road Department Supervisor after the current employee holding that position on 1/1/2011 shall be paid at an hourly rate of \$3.00 over the hourly rate of the highest paid operator. For employees holding the position of Assistant Road Department Supervisor after the current employee holding the position on 1/1/2011 shall be paid an additional sum of \$1,000.00 in excess of his or her hourly operator pay rate. The payment of this additional \$1,000.00 shall be spread over the employee's pays throughout the calendar year.

ARTICLE 25 **BENEFIT CLAUSE**

Section 1. Health Insurance. The Township provided insurance shall be at least equivalent to the present Health Care, including Vision, Prescription Drugs and Dental Coverage & Cancer Rider, the current Summary Plan Description as well as the Health Reimbursement Account "HRA" Health plan description shall be attached and hereby incorporated within this agreement as the minimum standards for each and every covered item, co-payment and deductible, for the length of this Agreement, provided however, that in any event the employees will not be required to contribute to or pay any portion of the premium payments. An employee may make a written choice opt out of the health insurance coverage and instead receive \$2500.00 for that year (\$208.33 per month in a separate check on the first payday of each month). All employees may also have the choice to opt for the single member health insurance coverage and receive \$1,500 for that year (\$125.00 per month in a separate check on the first payday of each month).

Section 2. Life Insurance. The Township shall provide and maintain in force, by payment of the necessary premium at no cost to the employee, Life Insurance in the amount of twenty five thousand (\$25,000) dollars for all employees, with a double indemnity clause for accidental death of an additional twenty five thousand (\$25,000) dollars.

Section 3. Loss of Benefits. Individual and Family coverage terminated on the last day of work as an employee of the Township. There will be no loss of benefits for any reason other than termination of employment.

Section 4. PERS Payments. The Township shall continue payments into the Pension System (PERS) at the applicable rate, as set by the administrators of the System and is required under State Law.

Section 5. Vision and Dental Insurance Deductible. Commencing on January 1, 2010 employees shall be responsible for the payment of a \$100.00 deductible payment prior to the commencement of Vision and Dental Insurance coverage. The sum of \$8.34 shall be deducted from each Employee's pay on a monthly basis to cover this deductible.

Section 6. For the years 2012 and 2013 a Health Care re-opener is possible with Mutual Consent of both parties.

ARTICLE 26 **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. 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 Township shall provide for each new full-time employee and replace, for normal wear and tear, for each current full-time employee the following safety equipment:

- a. Boots - knee length "rubber" construction type
- b. Rubber gloves
- c. Fluorescent vest
- d. Hard hat
- e. Work gloves
- f. Eye and Ear protection
- g. Waterproof Chest Waders

Section 4. The employer shall at all times have no less than two (2) employees on the clock for safety reasons.

Section 5. Each employee shall receive a one hundred (\$100.00) dollars Safe Driving Bonus on December 1 each year. Contained within the first pay of December of each calendar year, each employee shall receive a one hundred (\$100.00) safe driving bonus reflecting that employee's safe, accident free and damage free motor vehicle operation during the proceeding twelve (12) calendar months.

Section 6. The provisions of the PARA Manual shall be incorporated herein by reference.

ARTICLE 27 **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.

- a. Determine matters of inherent managerial policy which include, but are not limited to, area 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;
- b. Direct, supervise, or hire employees;
- c. Maintain and improve on the efficiency and effectiveness of governmental operations;
- d. To improve the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- e. Determine the overall mission of the Employer as a unit of government;
- f. Effectively manage the work force;
- g. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 28 **STEWARDS**

Section 1. The Trustees recognize the right of the Union members to elect Job Stewards and their Alternates. The authority of the Job Stewards and Alternates shall be limited to, and not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of this Agreement.
- b. The transmission of information and messages which originate with, and are authorized by the Local Union or its officers provided that such messages are reduced to writing. If not reduced to writing, such messages or information shall be of a routine nature and do not involve work stoppages, slowdown, refusal to handle goods, or any other interference with the Trustee's business.

Section 2. Stewards and/or Alternates have no authority to take strike action, or any other action interrupting the Trustee's business, except as authorized by official action of the Union.

Section 3. Stewards, during normal working hours, after reporting to their immediate supervisor, shall be permitted to investigate, present, and process grievances on the premises of the Trustees without loss of pay.

ARTICLE 29 **CDL ALLOWANCE**

Section 1. All bargaining unit members shall receive reimbursement for all costs pertaining to obtaining and maintaining a CDL license, upon presentment of appropriate receipts.

ARTICLE 30
CLOTHING ALLOWANCE I UNIFORMS

Section 1. All bargaining unit members shall receive \$525.00 for the life of this Agreement, for the purchase and maintenance of clothing and boots. All employees shall receive the clothing allowance checks on or about the closest pay of January 1st each year.

Section 2. The Township shall continue to provide uniforms at no cost to the employees.

ARTICLE 31
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 9 of this Agreement.

ARTICLE 32
AMERICANS WITH DISABILITIES ACT

Section 1. The provisions of the American with Disabilities Act are incorporated herein.

ARTICLE 33
LEAVE OF ABSENCE

Section 1. Each employee will be entitled to 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 Agreement. At the discretion of the Board of Trustees, additional Leave may be granted.

ARTICLE 34
MAINTENANCE OF STANDARDS

Section 1. To the extent this Agreement does not otherwise set out specific terms or conditions of employment or otherwise expressly reserve to one or both parties hereto, the right to establish or modify terms or conditions, the Employer agrees that it shall maintain the present highest minimum standard as set forth in the current policy. The Employer also agrees to negotiate all mandatory subjects of bargaining and shall not change such without first notifying and bargaining with the Union.

ARTICLE 35
ACKNOWLEDGMENT

Section 1. The Union will type all Agreements and provide enough originals for each party to have a signed original and copies for each member.

ARTICLE 36
ME TOO CLAUSE

Section 1. The Employer agrees, that during the term of this Agreement, that should the Employer reach a binding Labor Agreement with any other Township union, where that Labor Agreement provides for a percentage increase in wages beyond the percentage wage increase granted per this Agreement or it provides for an increase in benefits beyond the increase in benefits granted per this Agreement, that the Employer will adjust the wages and/or benefits negotiated under this Agreement to match the percentage wage increases and/or increased benefits granted the other Township union. Benefits shall be defined for purposes of this provision as PERS Pick-up (employee's portion 10%), Health Insurance coverage, and Life Insurance coverage as provided by the Employer. Wages to be defined for the purposes of this provision as direct hourly wages only and shall not include any other form of supplementary compensation.

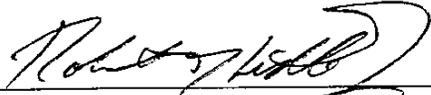
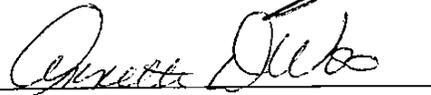
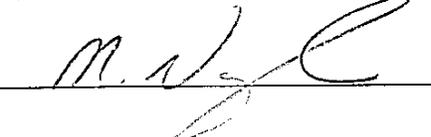
ARTICLE 37
DURATION

Section 1. All conditions of this Agreement shall go into effect upon ratification. All economics increases and benefits increases shall go into effect January 1, 2011 and shall continue in force and effect through December 31, 2013

Section 2. The parties agree and intend to supersede the Dispute Resolution Procedure set forth in O.R.C. 4117.14. The parties agree that, if they have not reached complete agreement by fifty (50) days prior to the expiration of the agreement, either party may seek the appointment of a mediator from the Federal Mediation and Conciliation Service. The parties agree to continue mediation until an agreement is reached on all issues, or the contract expires, whichever comes sooner.

Agreed to and executed this March 8 day of 2011, 2011.

POLAND TOWNSHIP TRUSTEES

TEAMSTERS LOCAL NO. 377

