

STATE EMPLOYMENT
RELATIONS BOARD

K # 28133

2012 FEB -6 P 2: 16

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2353-05

AGREEMENT BETWEEN
THE BAZETTA TOWNSHIP TRUSTEES
AND THE
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL 377

Effective January 1, 2012 through
December 31, 2015

SERB Case Number:

None Assigned



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ARTICLE 1

PURPOSE

Section 1. This agreement by and between the Bazetta Township Trustees, hereinafter referred to as the "Employer" and the Chauffeurs, Teamsters, Warehousemen, and Helpers, Local Union No. 377, hereinafter referred to as the "Union", is established for the purpose of defining an understanding governing wages, hours, and terms and conditions for those employees included in the bargaining unit as defined herein.

ARTICLE 2

UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for the bargaining unit employees. Whenever used in this agreement, the term "bargaining unit" shall be deemed to include those individuals employed in the following classifications as certified in SERB Case No. 04-REP-07-0120.

Section 2. This agreement shall apply to all full-time and regular part-time employees of the Employer, including Road Superintendent (Working Foreman), Assistant Road Superintendent (Assistant Working Foreman), Mechanics, Equipment Operators/Truck Drivers/Laborers (Operators/Drivers), and future full-time and regular part-time employees excluding Janitor, Zoning Inspector, seasonal/casual employees (as determined by SERB), supervisory, and management level employees of the Employer as per the SERB certification.

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. Non-bargaining unit employees shall not perform any bargaining unit work except in the case of an emergency as defined in Article 5 of this agreement.

Section 4. The Employer shall advise the Union of any proposed new classifications and the responsibilities of said classifications. If the Union and the Employer are unable to agree as to whether said classification shall be in the bargaining unit, the parties agree to jointly file a petition for amendment of certification with State Employment Relations Board (SERB) pursuant to their rules and regulations solely to determine whether said classifications shall be included in the bargaining unit.

ARTICLE 3

UNION SECURITY

Section 1. All present employees who are members of the Local Union on the effective date of this agreement shall either remain members of the Local Union in good

standing as a condition of employment 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 on the 31st day following the beginning of their employment as a condition of employment or pay a fair share fee in accordance with state law on the 61st day following the beginning of their employment as a condition of employment.

Section 2. The Employer agrees to deduct regular Union dues from the pay of any employee in the bargaining unit upon receiving written authorization signed individually by the employee. The signed payroll deduction authorization form provided by the Union must be presented to the Employer by the employee or steward, with one (1) copy for each of the following: the Employer, the Union, and the employee. Upon receipt of the proper authorization form, the Employer shall deduct Union dues from the payroll of each employee as billed by the Union and remitted within the first ten (10) days of the month following such deductions.

Section 3. The Union 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.

ARTICLE 4 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 of explanation of the reasons thereof. Neither the employees nor the Union shall have recourse to the grievance procedure.

Section 2. An employee awarded a new bid position will be required to successfully complete a probationary period in his new position. The probationary period for a newly promoted employee shall begin on the first day he begins to work in the new positions and shall continue for a period of ninety (90) days. A newly promoted employee who evidences unsatisfactory performance in the new position may be returned to his former position any time during this probationary period. Any employee who is awarded a new bid position may elect to return to their former position any time during this probationary period.

ARTICLE 5 CASE OF EMERGENCY CLAUSE

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Trumbull County Commissioners, the Trumbull County Sheriff, or the federal or state legislature, such as acts of God and civil disorder, the following conditions of this agreement shall be automatically suspended:

- A. Time limits for the Employer or the Union's replies or filing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of all employees. The foregoing notwithstanding, the provisions in the agreement relating to overtime compensation and assignment shall remain in full force and effect during the emergency.

Section 2. Upon the termination of the emergency, should valid grievance exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this agreement and shall proceed from the point in the procedure to which they (the grievance[s]) had progressed.

ARTICLE 6 CONTINGENCIES UNFORESEEN

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 7 SEVERABILITY

Section 1. If any provision of this agreement is found to be unlawful by any court of law, that provision will be automatically terminated, but all other provisions of the agreement will continue in full force and effect.

Section 2. The parties agree to immediately reopen negotiations for the purpose of negotiating lawful alternative language for any provisions found to be unlawful.

ARTICLE 8 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 except in instances of severe employee misconduct.

Section 4. All verbal and written discipline shall be invalidated and shall not constitute the basis for progressive disciplinary action(s) after the expiration of a twelve (12) month period during which there has been no intervening discipline for the same offense or a similar offense during said twelve (12) months. All suspension discipline shall be invalidated and shall not constitute the basis for progressive disciplinary action after the expiration of an eighteen (18) month period during which there has been no intervening discipline during said eighteen (18) months.

Section 5. All suspensions pertaining to work days may be satisfied by an employee giving up unused vacation days or other unused paid days off. The Employer shall make the final determination with regard to such request.

Section 6. 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.

Whenever the Employer determines that an employee may be suspended or terminated, the Employer will conduct a pre-disciplinary hearing. The Employer shall notify the employee in writing of the nature of the charges against the employee, and the date, time, and place of the hearing. The employee may be accompanied by the Union steward during the pre-disciplinary hearing, if requested by the employee. Prior to the time of the hearing, the employee may waive his rights to a hearing; such waiver shall be in writing. The employee shall have an opportunity to respond to the charges prior to the discipline being imposed.

Section 7. 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 in accordance with any appeal binding resolution.

Section 8. No disciplinary action will be taken against any employee because of an anonymous complaint or until an investigation of such complaint is made.

ARTICLE 9 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 during non-work hours 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.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 1. The term "grievance" shall mean an allegation by the Union or a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this agreement.

Section 2. Any grievance which is not submitted by the employee or the Union within the time limits provided herein shall be considered resolved based upon management's last answer.

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

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In order for an alleged grievance to receive consideration under this procedure, the grievant, with appropriate Union steward, if the former desires, must identify the alleged grievance to the Employer or design with within seven (7) calendar days of the occurrences that gave rise to the grievance, or within seven (7) calendar days of the grievant's reasonable knowledge of the occurrence. The Employer/designee shall investigate and provide an appropriate answer within seven (7) calendar days following the date on which the Employer/designee was informed of the alleged grievance.

Step 1

If the grievance is not resolved in Step 1, the employee may refer the grievance to the Trustees or designee within ten (10) calendar days of receipt of the Step 1 answer. The Trustees/designee shall have ten (10) calendar days in which to schedule a meeting with the aggrieved employee and his appropriate Union representative if the former desires.

The Trustees/designee shall investigate and respond to the grievant, and with the grievant's authorization, appropriate Union representative within fourteen (14) calendar days following the Employer's regular meeting.

Step 2 – Arbitration

If the grievance is not satisfactorily settled in Step 1, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted within twenty-one (21) calendar days following the date the grievance was answered in Step 1 of the grievance procedure.

Upon receipt of a request for arbitration, the Union shall within ten (10) calendar days following the request for arbitration agree to request a list of seven (7) impartial arbitrators from those arbitrators with offices in Northern Ohio and/or Western

Pennsylvania from the Federal Mediation and Conciliation Service (FMCS). The parties shall select an arbitrator within ten (10) calendar days from the date the list of seven (7) arbitrators is received. The parties shall use the alternate strike method from the accepted list of seven (7) arbitrators submitted to the parties by the FMCS. Prior to striking, each party shall have the right to reject one (1) panel of arbitrators.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this agreement in question.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or later any provision of this agreement. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement or grievance. The arbitrator shall not establish any new or different wage rates negotiated as part of this agreement. In the event of a monetary award, the arbitrator shall limit any retroactive award to the date of the occurrence that gave rise to the grievance.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon the Union, the employee, and the Employer. Any cost involved in obtaining the list of arbitrators shall be borne by the moving party. All costs directly related to the services of the arbitrator shall be borne by the losing party. Should the decision not affirm the position of either party, the arbitrator shall determine which party shall pay the cost of the arbitration, or in what proportion the parties shall share the cost.

Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Section 4. All grievances must be filed using the grievance form provided by the Union and attached as Appendix A.

Section 5. A grievance may be brought by any employee covered by this agreement. Where a group of bargaining unit employees desires to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be

selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance and/or be identified.

Bargaining unit employees have the right to present grievances and have them adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement and as long as the Union stewards have the opportunity to be present at the adjustment meeting.

Section 6. The Employer shall provide the Union with a list of management's designated representatives for each step of the grievance procedure.

ARTICLE 11 RULES AND REGULATIONS

Section 1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees while in the performance of their assigned duties or any representative capacity of the Township, and the conduct of the Employer's services and programs.

Section 2. The Employer recognizes that no work rules, regulations, policies or procedures shall be established that are in violation of any expressed terms of this agreement.

ARTICLE 12 SENIORITY

Section 1. "Seniority" shall be computed on the basis of uninterrupted length of full-time continuous service with the Employer. Seniority for part-time employees shall be computed on the basis of actual hours worked with the Township.

Section 2. Full-time employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff. Part-time employees who are on layoff as of May 1, 2006, shall have recall rights until May 31, 2007.

Section 3. Employees shall lose all seniority and employment rights upon any of the following:

- A. Discharge for just cause;
- B. Retirement;

- C. Layoff in excess of twenty-four (24) months, or as otherwise provided in Section 2 herein;
- D. Failure to return to work within three (3) days of receipt of recall from layoff, unless the failure to return within such three (3) days is not within the control of the employee, or within such three (3) days the Employer agrees to an alternate date for the employee to return to work;
- E. Failure to return to work upon expiration of a leave of absence;
- F. Absence of three (3) or more consecutive work days no call/no show;
- G. Resignation from employment with the Employer.

Section 4. The Employer shall post a seniority list, once every twelve (12) months, on the bulletin board showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union upon request.

ARTICLE 13 TEMPORARY TRANSFERS

Section 1. Employees who are temporarily assigned to work in a lower classification shall continue to receive the rate of pay for their permanent classification.

Section 2. Employees who are temporarily assigned to classifications above their permanent classification for a period of one (1) work day or more shall receive the rate for the higher position for all hours worked in such higher classification.

ARTICLE 14 VACANCY AND PROMOTIONS

Section 1. The parties agree that all appointments to positions covered by this agreement, other than the original appointments, shall be filled in accordance with this article.

Section 2. Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the Employer's bulletin board for five (5) days. During the posting period anyone wishing to apply for the vacant position shall do so by submitting a written bid to the Employer. The Employer shall not be obligated to consider any bid submitted after the posting date or who do not meet the minimum qualifications for the job.

Section 3. Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position with another bargaining unit employee for a

period not to exceed thirty (30) calendar days, pending the Employer's determination to fill the vacancy on a permanent basis.

Section 4.

- A. Bids for the positions of Road Superintendent and Assistant Road Superintendent shall be review considering the following criteria: qualifications, experience, education, work record, previous job performance, disciplinary record, physical and/or mental capability, seniority. In the event two (2) or more applicants are equally qualified, then seniority shall be the determining factor.
- B. When filling positions other than Road superintendent and Assistant Road Superintendent, the most senior qualified bidder shall be award the position.
- C. If no internal bidders are qualified, the Employer may hire a new employee(s).

Section 5. Once the selection has been made, the Employer will notify all bidders of the selection.

Section 6. Upon acceptance of a vacancy, the employee may, at his discretion, return to his former position within thirty (30) calendar days from the acceptance of the vacancy. Should this occur, the Employer may use the original bid list to fill the resulting vacancy.

ARTICLE 15 LAYOFF AND RECALL

Section 1. When the Employer determines that a layoff or job abolishment of employees is necessary, the affected employees shall be notified five (5) days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss with representatives of the Union the impact of the layoff on bargaining unit employees.

Section 2. The Employer shall determine in which classification layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority. Prior to laying off full-time employee(s), the Employer agrees to layoff all part-time bargaining unit employee(s).

Section 3. Full-time employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled first, in the inverse order of their layoff, provided they are qualified to perform the work in the job classification to which they are recalled without further training. Part-time employees who are currently laid off shall retain recall rights until May 31, 2007. Part-time employees hired after the effective date of this agreement shall retain recall rights for a period of twelve (12) months from the date of layoff.

Section 4. Notice of recall from a layoff shall be sent to the employee by certified mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 5. In the case of a layoff, the recalled employee shall have three (3) calendar days following the receipt of the recall notice to return to work, unless the Employer agrees to an alternate date for the employee to return to work and/or the failure to return within three (3) days is not within the control of the employee.

ARTICLE 16 MILITARY LEAVE

Section 1. The Township and employee 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 17 LEAVE OF ABSENCE

Section 1. The Employer may grant a leave of absence without pay to an employee for a maximum of sixty (60) calendar days per calendar year upon the written request by the employee for any personal reasons. The authorization of a leave of absence without pay is a matter of administrative discretion; however, such request shall not unreasonably be denied.

Section 2. The Employer may, upon the receipt of approved medical certification, grant an employee who is unable to work because of sickness, injury, or illness and who has exhausted all available paid leave, an unpaid leave of absence for a period not to exceed one (1) year. If an employee has been granted a leave of absence as defined in Section 1 above, such time granted will be included in the one (1) year period, if applicable.

Section 3. An employee who requests an unpaid leave of absence as defined in Section 2 above shall submit to the Employer a signed physician's statement to include the following information:

- A. Nature of the sickness, injury, or illness.
- B. Date leave shall begin and approximate date of termination of such leave.
- C. Statement that employee is unable to perform his regular duties.

Section 4. The Employer may require an employee to take an examination conducted by a licensed physician or psychologist selected by the Employer to determine the employee's physical or mental capacity to perform the duties of the employee's position any time during such unpaid leave of absence as defined in Section 1 above. The cost of the examination shall be paid by the Employer. In the event the Employer's doctor and the employee's doctor are in disagreement, a third doctor selected mutually by the parties will perform the deciding examination, the cost of which will be divided between the Employer and the employee. The decision of the third doctor shall be final and binding.

Section 5. Upon completion of such leave of absence, the employee shall be returned to the position which he formerly occupied, or to a similar position if his former position no longer exists. He may be returned to active pay status prior to the originally scheduled expiration of the leave, if such earlier return is agreed to by the Employer. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer shall impose discipline up to and including discharge. Failure to return to work upon the expiration or notification of cancellation of a leave of absence shall be just cause for removal.

An eligible full-time employee shall be granted family and medical leave in accordance with the Township's policy in effect at the time of this agreement in accordance with applicable law.

ARTICLE 18 SICK LEAVE

Section 1. Crediting Sick Leave. Sick leave credit for full-time employees shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of one hundred and twenty (120) hours per year. Unused sick leave shall accumulate without limit. Any accumulated sick leave earned by an employee with the Employer prior to the execution of the agreement shall remain to the employee's credit until used.

Section 2. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a personal leave in accordance with the appropriate section of this agreement.

Section 3. Charging of Sick Leave. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or week earnings.

A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

1. Illness or injury of the employee;
2. Death of a member of his immediate family;
3. Medical, dental or optical examination or treatment of employee during normally scheduled working hours;
4. If a member of the immediate family is afflicted with a contagious disease and when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and
5. Pregnancy and/or childbirth and other conditions related thereto.

Section 5. Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action.

Section 6. When a employee is unable to work, he shall notify the supervisor or other designated person within one-half (1/2) hour before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.

Section 7. Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Applications for sick leave with intent to defraud may result in disciplinary action and refund of salary or wage paid.

Section 8. Physician Statement. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his duties. Such physician statement shall be required after an absence of three (3) or more consecutive work days due to illness. Whenever the Employer suspects abuse of the use of sick leave, he may require proof of illness in the form of a physician statement of disability or other appropriate proof satisfactory to the Employer to approve the use of such leave.

Section 9. Physician Examination. Prior to an employee's return from a medical or workers' compensation leave of absence, and/or when reasonable suspicion exists that an employee is medically unable to perform his/her job, the Employer may require an employee to take an examination conducted by a licensed physician or psychologist selected by the Employer to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave. The cost of the examination shall be paid by the Employer. The employee may submit documentation from his physician or psychologist prior to being placed on leave. Disputes as to the employee's physical or mental health shall be determined by a mutually selected licensed physician or psychologist. The fees of such a mutually selected physician or psychologist shall be shared equally by the Employer and the employee.

Section 10. Those employees covered under this agreement who are eligible or who become eligible to retire shall be entitled to convert accrued but unused sick leave to a cash payment on the following:

Employees may receive, after completion of ten (10) years of continuous service with the Employer, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed two hundred forty (240) hours of pay calculated at one-fourth (1/4) of nine hundred sixty (960) hours of sick leave. Employees may receive, after completion of twenty (20) years of continuous service with the Employer, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed three hundred forty (340) hours of pay calculated at one-fourth (1/4) of thirteen hundred sixty (1,360) hours of sick leave.

For the purposes of this provision, retirement shall be considered the criteria established for retirement from active employment with the Township at the time of separation under the Ohio Public Employees Retirement System (OPERS).

In order to ensure payment in a timely manner, an employee shall advise the Employer in writing at least thirty (30) calendar days prior to the expected date of retirement. Said payment shall be forwarded to the employee within the thirty (30) calendar day period following the last day the employee receives compensation from the Employer.

ARTICLE 19 FUNERAL LEAVE

Up to three (3) days paid leave shall be granted to the employee who provides proof of attendance at the funeral of: brother, sister, spouse, child, mother, father, loco parentis. Up to two (2) days paid leave shall be granted to the employee who provides proof of attendance at the funeral of: father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents. Funeral leave days must be consecutive work days and include the day of the funeral. Where the day of the funeral is on a day the employee is otherwise to work, the consecutive work days will be scheduled with the approval of the Employer. Such leave shall not be deducted from sick leave.

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 his 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 his hourly rate.

Section 4. An employee who may be excused early from jury duty shall be required to report to work provided at least two (2) hours remains of his shift.

ARTICLE 21 SERVICE-CONNECTED DISABILITY

Section 1. In the event a non-probationary full-time employee is injured while in the performance of his job duties, the Employer shall grant to an employee who has filed the appropriate application, and who is required to be absent from work in excess of one (1) calendar week as the result of said injury, temporary disability pay limited to his net wages pending the determination by the Bureau of Workers' Compensation of his claim, not to exceed sixty (60) calendar days from the date of the reported injury. Should an on-the-job injury not require an employee to be absent from work at least one (1) calendar week, such time absent from work may be charged against the accumulated sick time, or at the employee's option, an unpaid leave. Such payment may be granted under the following conditions:

- A. The Employer shall review each individual reported case of injury, receive a written report from the Superintendent, and be satisfied that such injury occurred during the performance of the employee's duties with the Employer.
- B. The Employer shall receive a written report from a licensed physician, psychologist or hospital stating that the absence is a direct result of the injury and that the employee is totally unable to perform his normally assigned duties.

Section 2.

- A. Should an employee's claim be approved by the Bureau of Workers' Compensation, the employee shall reimburse the Employer for all wages received as defined in Section 1 of this article.
- B. In the event an employee's claim should be rejected by the Bureau of Workers' Compensation, the employee shall reimburse the Employer for all wages received as defined in Section 1 of the article. Should the employee's claim be rejected by the Bureau of Workers' Compensation, the employee may be granted sick leave

with pay as defined in Article 18 of this Agreement, provided the employee is eligible for such sick leave.

- C. Falsification of claims, written statements, or physician certificates shall be grounds for disciplinary action, which may include dismissal.

ARTICLE 22 NO STRIKE CLAUSE

Section 1. The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. During the term of this agreement, the Union shall not authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strike, or slowdown which affects the Employer of his operations. Should any employees engage in a sick call work stoppage, strike, sympathy strike, or slowdown, the Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "the strike action is not sanctioned and all employees should return to work immediately" and be signed by the staff representative.

ARTICLE 23 CALL IN PAY

Section 1. Whenever an employee is called to work outside his regular work day hours, which do not abut his regular shift hours, he shall be paid a guaranteed minimum four (4) hours pay at the appropriate rate, to be calculated from the time the employee clocks in.

ARTICLE 24 NON-DISCRIMINATION

Section 1. The Employer and the Union agree not to interfere with the rights of employees to become members of the Union or refrain from membership in the Union and there shall be no discrimination, interference, restraint, or coercion by Employer/representative or the Union against any employee because of Union membership or non-membership or because of any legal employee activity or representation in an official capacity on behalf of the Union.

Section 2. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 25
MANAGEMENT RIGHTS

Section 1. Except as modified herein, the Union recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy which include but are not limited to areas of discretion or polity such as:

- A. To determine the functions and programs of the Employer;
- B. To determine standards of services to be delivered;
- C. To determine the overall budget;
- D. To determine how technology may be utilized to improve the Employer's operations;
- E. To determine the Employer's organizational structure;
- F. To direct, supervisor, evaluate, or hire employees;
- G. To maintain and improve on the efficiency and effectiveness of the Employer's operations;
- H. To determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted;
- I. To suspend, discipline, demote, or discharge for just cause of layoff, transfer, assign, schedule, or promote employee;
- j. To determine the adequacy of the work force
- K. To determine the overall mission of the Bazatta Township Trustees as a unit of government?
- L. To effectively manage the work force;
- M. To take actions necessary to carry out the mission of the public employer as governmental unit.

Section 2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement ensuing agreements shall remain the exclusive function of the Employer.

ARTICLE 26
STEWARDS

Section 1. The Trustees recognize the right of the Union to appoint one (1) job steward and in their absence one (1) alternate per shift. 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.

Section 2. Stewards and/or alternates have no authority to take strike action, or any other action interrupting the Trustees' business.

Section 3. Stewards, during normal working hours, shall be permitted to investigate, present, and process grievances on the premises of the Trustees without loss of pay, provided it does not interfere with or impede the business of the Township or its employees.

ARTICLE 27
HOURS OF WORK/OVERTIME

Section 1. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or from establishing part-time positions. Before changing the work schedule of any employee(s), the Employer will consult with the employees affected and provide at least a fourteen (14) calendar day advance notice. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 2. The standard work week for all full-time employees covered by the terms of this agreement shall be forty (40) hours with a half hour paid lunch period for each eight (8) scheduled hours worked. The work week shall be computed between 12:01 a.m. on Saturday of each calendar week and at 12:00 o'clock midnight the following Friday.

Section 3. When an employee is required by the Employer to work more than forty (40) hours in a week or more than eight (8) hours in a work day, as defined in Section 2

above, he shall be paid overtime pay for all time worked in excess of the forty (40) hours or eight (8) hours per day. Overtime pay shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay.

Section 4. Each employee of the bargaining unit shall be granted a one-half (1/2) hour paid lunch meal period during each regular work shift as scheduled by the immediate supervisor.

Section 5. Each employee shall be granted a ten (10) minute rest period with pay, which will be scheduled whenever practical, approximately midpoint in the first one-half of the employee's regular work shift. Employees shall also be granted a ten (10) minute rest period midpoint in the second half of the employee's regular work shift. Employees who extend their rest periods shall be subject to disciplinary action. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken. The rest period may not be scheduled immediately before or after the employee's scheduled lunch period.

Section 6. Compensation shall not be paid more than once for the same hours under any provision of this article or agreement.

ARTICLE 28 HOLIDAYS

Section 1. All full-time employees covered under this agreement shall be entitled to the following holidays:

| | | |
|------------------------|------------------|----------------------|
| New Year's Day | Labor Day | Columbus Day |
| Martin Luther King Day | Presidents' Day | General Election Day |
| Good Friday | Veterans Day | Memorial Day |
| Thanksgiving Day | Independence Day | Christmas Day |

Section 2. In the event any of the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 3. Full-time employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above, when no work is performed on such holiday. Holidays shall be of twenty-four (24) hour duration.

Section 4. Any work performed by an employee on any one of the days listed in Section 1 that is an emergency or presence required situation will be paid at the holiday rate of two (2) times over the regular rate of pay.

Section 5. For full-time employees covered by this agreement to receive holiday pay for those days listed in Section 1, the employee must work his scheduled day preceding the holiday and his scheduled day succeeding the holiday, except if excused due to funeral leave and/or vacation.

ARTICLE 29
VACATION LEAVE

Section 1. Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

| <u>Length of Service</u> | <u>Vacation</u> |
|---------------------------|-----------------|
| 1 year through 5 years | 80 hours |
| 6 years through 10 years | 120 hours |
| 11 years through 15 years | 160 hours |
| 16 years through 20 years | 200 hours |
| 21 years and over | 240 hours |

Such vacation leave shall be accrued to employees at the following rates:

| <u>Annual Vacation Entitled To</u> | <u>Credited Per Period</u> |
|------------------------------------|----------------------------|
| 80 hours | 3.1 hours |
| 120 hours | 4.6 hours |
| 160 hours | 6.2 hours |
| 200 hours | 7.7 hours |
| 240 hours | 9.2 hours |

Effective January 1, 2007, and/or January 1 thereafter, full-time employees who have completed the one (1) year of service shall be credited their individual vacation amount for that calendar year. In the event an employee uses vacation leave that has been credited/advanced, but not earned, and said employee leaves the employment of the Employer for any reason prior to earning the amount used, the employee shall reimburse the Employer all monies paid for such leave. Reimbursement to the Employer shall be made based on the following schedule:

1. employee's regular paycheck;
2. Article 18, Conversion of Unused Sick Leave, when applicable;
3. employee submitting payment (cash or check) to the Employer.

Section 2. No employee will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he has completed one (1) year of full-time employment with the Employer.

Section 3. Vacation leave requests for five (5) consecutive work days or more for the current calendar year shall be submitted at least thirty (30) calendar days prior to the requested date. Vacation leaves shall be awarded based on seniority and in accordance to the workload requirements as determined by the Employer, and such schedules shall not be arbitrarily adjusted to deny employee's vacations or to cancel vacations.

Section 4. Vacations may be taken in minimum increments of one (1) regular scheduled work day. Should an employee request vacation leave of one (1) regularly scheduled work day increment, such requests are subject to prior approval of the Employer and must be given at least twenty-four (24) hours prior to the date requested.

The Employer may waive the advance notice if the employee can show that there is a bona fide emergency.

The Employer shall have the right to deny vacation requests if workload requirements so mandate.

Section 5. Once the vacation had been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs.

Section 6. Days specified as holidays in the agreement shall not be charged to an employee's vacation leave.

Section 7. An employee is entitled to compensation at his current rate of pay for the prorated portion of any earned but unused vacation leave to his credit at time of separation.

Section 8. In the case of the death of an employee, the unused vacation leave to the credit of any such employee shall be paid to the deceased employee's spouse and then to the estate if no spouse survives.

Section 9. Full-time employees covered by this agreement, after one (1) year of service with the department, shall be granted three (3) days/twenty-four (24) hours paid personal leave for each year (January to December). Effective January 1, 2007, and each year thereafter, a total of four (4) days/thirty-two (32) hours of paid personal leave for full-time employees shall be granted. Written application for use of personal leave must be submitted by the employee to the Employer/designee at least twenty-four (24) hours in advance of the requested date. Personal leave will be granted if the work schedules permit said usage, as determined by the Employer. Unused personal leave shall be non-cumulative.

Section 10. In the event a part-time employee of the Township becomes a full-time employee, the amount of time such employee has actually worked shall be used in computing vacation leave. Actual work time shall be computed on a prorated basis. The provisions of Section 2 herein shall apply.

ARTICLE 30 HEALTH AND SAFETY/PROTECTIVE CLOTHING

Section 1. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to make every reasonable effort to provide safe working conditions and working methods for its employees. The employees accept the responsibility to maintain tools, equipment, and work areas in a safe and proper manner, and accept the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the Road Superintendent as soon as said unsafe working conditions are known. The Superintendent shall inform the Employer/designee of the situation at the earliest practicable opportunity; however, in no event will such transfer of information exceed two (2) work days from the incident. The supervisor will investigate all reports of unsafe working conditions, and will make every reasonable effort to correct any which are found and see that the safety rules and safe working methods are followed by employees.

Section 2. If an employee has justifiable reason to believe that his safety and health are in danger due to an unsafe working condition, or unsafe equipment, he shall inform the Employer who shall have the responsibility to determine what action, if any, should be taken including whether or not the job should be shut down.

Section 3. The Employer shall provide full-time employees in this agreement work clothing suitable for the duties of the position. "Clothing suitable for the duties of the position" shall include work shirts (with Bazetta Township identification), work pants, and coveralls on an as-needed basis, as determined by the Employer.

The Township shall provide for each full-time employee and replace for normal wear and tear, as determined by the Employer, the following articles of equipment:

- * Boots – knee length construction type
- * Rubber/work gloves
- * Fluorescent vest
- * Hard Hat
- * Non-prescription eye protection
- * Ear protection
- * Rain Gear

All employees shall be required to wear the above-referenced items when performing the duties and responsibilities that necessitate said items. Failure to utilize such items when required or directed by the Employer/designee shall result in disciplinary action.

All items provided above remain the property or in the control of the Employer and are only to be used in accordance with the departmental work rules. All items shall be returned to the area designated by the Employer upon completion of the duties that require such protective clothing as well as upon termination of employment. Failure to return such items as provided above shall result in disciplinary action, including termination.

Section 4. On the first paycheck in December of each year, the Employer will pay each full-time employee a clothing allowance of two hundred and fifty dollars (\$250.00).

ARTICLE 31
HOSPITALIZATION / BENEFITS

Section 1. During the term of this agreement, the Employer shall provide hospitalization, prescription, dental, vision, life insurance, and accidental death and dismemberment coverage to full-time employees.

The Employer may offer such coverage, as described above, through one (1) or more carriers / plans. Eligible employees may enroll in the plan of their choice during the applicable enrollment period.

The Employer shall contribute the following monthly contribution towards the premium costs of the applicable plan:

| <u>Plan</u> | <u>Employers Monthly Contribution</u> |
|---------------------------------------|---------------------------------------|
| <u>Ohio Insurance Services</u> | |
| Employee Only | \$460.28 |
| Employee / Spouse | \$920.56 |
| Employee / Child | \$627.18 |
| Employee / Children | \$1,087.47 |
| Employee / Spouse / Children | \$1,347.56 |
| <u>Teamsters Health & Welfare</u> | |
| Employee / Spouse / Children | \$840.66 |

The above-referenced amounts shall be paid by the Employer. Except for employees enrolled under the Teamsters Health and Welfare Plan, any increased costs shall be the responsibility of the affected employee(s) through payroll deduction. Any increase to the cost of the Teamster Plan shall be paid by the Employer.

Full-time employees who are enrolled in the Teamsters Health & Welfare Plan shall upon execution of the agreement, receive a six hundred dollar (\$600.00) payment. Full-time employees who are enrolled in the Teamsters Health and Welfare Plan shall receive a six

hundred dollar (\$600.00) payment in the first pay period following January 1, 2010. Said payments are subject to any/all federal, state, and local deductions.

ARTICLE 32
EXPENSE REIMBURSEMENT

Section 1. During the term of this agreement, the Employer shall reimburse full-time employees who are required to have CDL up to forty-five dollars (\$45.00) for fees paid to successfully renew their CDL. Eligible employees shall provide a receipt of payment to the Employer for such reimbursement; it is understood the reimbursement described herein is payable once during the term of the agreement.

Section 2. Bargaining unit employees who are required to use their private vehicles to perform Township duties and responsibilities shall be reimbursed mileage at the applicable IRS rate. Employees must receive prior written authorization to use their vehicles in those instances described herein. Further, the employee shall provide the Employer/designee written verification of such travel in order to qualify for such reimbursement.

Section 3. Any employee suffering damage to the following personal property while in the service of the Township shall be compensated for the replacement of such items as follows:

| | |
|--------------|-----------------------------|
| Watch | up to a maximum of \$50.00 |
| Eyeglasses | up to a maximum of \$50.00 |
| Sunglasses | up to a maximum of \$50.00 |
| Wedding Ring | up to a maximum of \$100.00 |

ARTICLE 33
WAGES

Section 1. Effective the first full pay period following the dates noted below, bargaining unit employees shall receive the applicable percentage increases to their hourly rate(s) of pay:

| Classification | 5/1/08 |
|--------------------------------|---------------|
| Superintendent | 26.05 |
| Assistant Superintendent | 18.96 |
| Mechanic | 18.96 |
| Equipment Operator | 16.64 |
| Equipment Operator Entry Level | 15.83 |
| Truck Driver | 15.35 |

| | |
|---------------------|-------|
| Laborer (Full-Time) | 13.72 |
| Laborer (Part-Time) | 10.67 |

Section 2. Bargaining unit employees hired after the effective date of the agreement shall be paid a starting probationary rate of eighty-five percent (85%) of the hourly rate of pay in effect at the time the individual begins employment with the Employer. Upon completion of each two (2) month period in the probationary period, such employee shall receive a five percent (5%) increase. Upon successful completion of the individual probationary period, the employee shall be compensated at the rate of pay in effect for the classification in which the employee performed the work.

Section 3. Bargaining unit employees shall receive their paychecks on a bi-weekly basis, with pay days of Friday. Any shortage in regular pay, overtime pay, or paychecks will be paid within five (5) working days, provided the Fiscal Officer is available.

Section 4. Effective the first full pay period following May 1, 2008, the Employer will assume and pay an additional one percent (1%) for a maximum of eight percent (8%). No employee shall have the option of receiving these contributions in cash instead of having them paid to the fund, and the Employer is paying these contributions in lieu of the employee(s) making said contributions.

The language contained in this section shall be interpreted as the Employer paying eight percent (8%) of an employee's gross wages towards the OPERS.

Section 5. During the thirty (30) calendar day period prior to the first anniversary date of this agreement, either party may reopen the agreement for the purpose of negotiating hourly rates of pay and hospitalization. A notice of intent to reopen negotiations filed by the party requesting such re-opener shall be sent, certified mail, to the opposite party. In addition, a copy of such intent shall be sent to the State Employment Relations Board (SERB). The negotiations shall be in accordance with ORC 4117.

ARTICLE 34 LONGEVITY

Section 1. In addition to an employee's base pay as provided in Article 33, Wages, each full-time employee shall receive longevity pay of five cents (\$.05) per hour for all hours worked, based upon years of service as defined in Article 12, Seniority, for all service with the Township after January 2, 1994.

Section 2. In order to be eligible for longevity pay, employees hired after the execution of this agreement must complete five (5) years of continuous service with the Employer.

ARTICLE 35
ALCOHOL AND DRUG TESTING POLICY

Section 1. The Township's current Drug Free Work Place policy shall be incorporated herein by reference and attached hereto.

ARTICLE 36
TEMPORARY LIGHT DUTY

Section 1: The Township's current temporary light duty policy shall be incorporated herein by reference and attached hereto. It is understood and agreed that a full-time bargaining unit employee shall be eligible to participate in the Township temporary light duty program only for illness and/or injury occurring while performing actual Township work-related duties.

ARTICLE 37
AMERICANS WITH DISABILITIES ACT

Section 1. The Employer and the Union agree that the parties are obligated to comply with the applicable provisions of the Americans with Disability Act (ADA).

ARTICLE 38
DURATION OF AGREEMENT

Section 1.

- A. This agreement shall be in effect as of May 1, 2009, and shall remain in full force and effect through April 30, 2012, unless otherwise terminated as provided herein.
- B. If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no later than sixty (60) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

SIGNATURE PAGE

Entered into and signed this _____ day of _____, 20.

FOR THE BAZETTA
TOWNSHIP TRUSTEES

FOR TEAMSTERS LOCAL 377

LETTER OF UNDERSTANDING

The Bazetta Township Trustees (Employer) and Teamsters Local 377 hereby agree to the following:

In the event Frank Parke retires prior to January 1, 2010, Mr. Parke shall receive the six hundred dollar (\$600.00) payment pursuant to Article 31, Hospitalization, to be paid the first pay period following January 1, 2010. Mr. Parke shall receive a total of one thousand two hundred dollars (\$1,200.00) pursuant to Article 31.

The parties also agree that Jim Goodhart, Jr., and Chris Parke shall continue to receive the five cent (\$.05) per hour longevity pay for all service with the Township prior to January 2, 1994.

FOR THE EMPLOYER

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

DATE SIGNED 0-17-09

FOR THE UNION

[Handwritten signature]

[Handwritten signature]

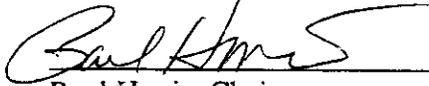
[Handwritten signature]

DATE SIGNED 0-17-09

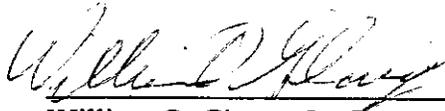
SIGNATURE PAGE

Entered into and signed this 13th day of October, 2009.

**FOR THE BAZETTA
TOWNSHIP TRUSTEES**



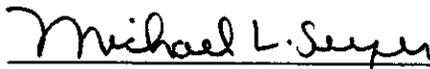
Paul Hovis, Chairman



William O. Glancy, Jr., Trustee

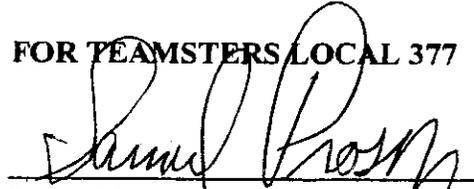


Michael G. Piros, Trustee



Michael L. Seyer, Negotiator

FOR TEAMSTERS LOCAL 377



Samuel S. Prosser, President



MEMORANDUM OF UNDERSTANDING

TEAMSTERS LOCAL NO. 377

AND

BAZETTA TOWNSHIP

ARTICLE 33: WAGES SECTION: 5

During the thirty (30) calendar period of the third anniversary date of this agreement, either party may re-open the agreement for the purpose of negotiating hourly rate of pay only. A notice of intent to re-open negotiations filed by the party requesting such re-opener shall be sent, certified mail to the opposite party. In addition, a copy of such intent shall be sent to the State Employment Relations Board (SERB). The negotiations shall be in accordance with ORC 4117.

FOR THE TOWNSHIP

Paul Horn
Don Thell

FOR THE UNION

Gary A. Klingensmith
Marc Jones

BAZETTA ROAD DEPT

Terminator Wages per
New Contract

Superintendent - 28.97

Asst Superintendent - 21.09

Mechanic - 21.09

Equipment Operator - 18.51

EQ Entry Level - 17.61

Truck Driver - 17.07

Laborer (FT) - 15.26

Laborer (PT) - 10.99

Clerical - 18.14

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2353-05
K28133

STATE EMPLOYMENT
RELATIONS BOARD

2012 JAN 11 A 11:56

MEMORANDUM OF UNDERSTANDING

TEAMSTERS LOCAL NO. 377

AND

BAZETTA TOWNSHIP

ARTICLE 33: WAGES

| | |
|------------------------|----------------------------|
| JANUARY 1, 2012 | 3% |
| JANUARY 1, 2013 | 0% |
| JANUARY 1, 2014 | WAGE RE-OPENER ONLY |

ARTICLE 34: PERS

ROLL ALL CURRENT PERS INTO WAGE

ARTICLE 38: DURATION

JANUARY 1, 2012 THROUGH DECEMBER 31, 2014

FOR THE TOWNSHIP

FOR THE UNION

