

STATE EMPLOYMENT
RELATIONS BOARD

11-MED-08-1012

2014 JAN -9 P 2:59

1745-03

K#29666

BUTLER TOWNSHIP BOARD OF TRUSTEES

AND

TEAMSTERS LOCAL UNION NO 957

COLLECTIVE BARGAINING AGREEMENT

EFFECTIVE DATES

2/13/2012 – 2/12/2015

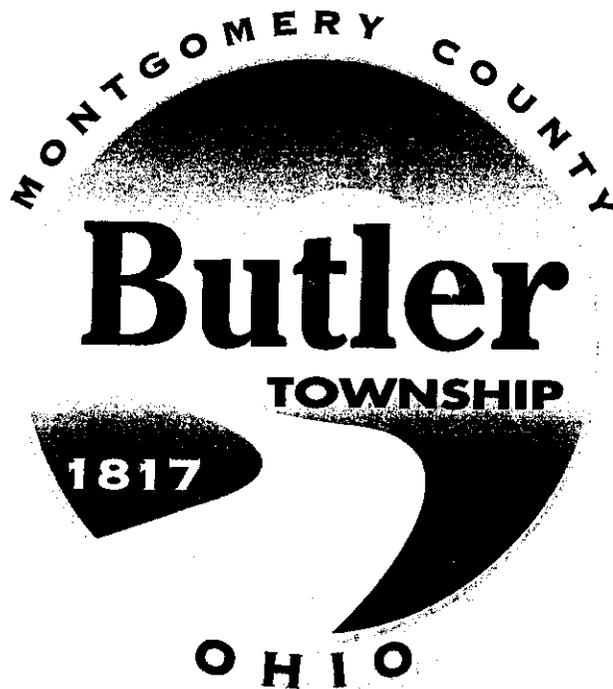


TABLE OF CONTENTS

	<u>Page</u>
Table of Contents	2
Article 1, General Provision	3
Article 2, Recognition and Coverage	3
Article 3, Management Rights/Management Employee Relations	5
Article 4, Work Rules	6
Article 5, Representation	7
Article 6, Union Representation	8
Article 7, Personnel Files	8
Article 8, Performance Evaluation	9
Article 9, Discipline and Hearing Clause	9
Article 10, Grievances	10
Article 11, No Strike/No Lockout	11
Article 12, Bulletin Boards	12
Article 13, New/Changed Jobs & Subcontracting	12
Article 14, Safety and Health	12
Article 15, Seniority	20
Article 16, Layoff/Recall and Promotions	22
Article 17, Probationary Period	24
Article 18, Hours of Work	24
Article 19, Holidays and Vacations	25
Article 20, Sick Leave	27
Article 21, Injury Leave	30
Article 22, Leaves of Absence (including FMLA)	31
Article 23, Insurance	34
Article 24, Health Care Committee	34
Article 25, Emergency Snow Removal	35
Article 26, Wages	35
Article 27, New Hires	35
Article 28, Effect of Laws/Severability	36
Article 29, Entire Agreement and Past Practice	37
Article 30, Non-Discrimination	37
Article 31, Duration	37
Appendix "A"	39

BUTLER TOWNSHIP BOARD OF TRUSTEES

AND

PUBLIC EMPLOYEES OF OHIO
TEAMSTERS LOCAL 957

This Agreement, effective from February 13, 2012, through 11:59 p.m., February 12, 2015, is entered into between the Butler Township Board of Trustees (“Employer”), and Teamsters Local Union No. 957 General Truck Drivers, Warehousemen, Helpers, Sales and Service, and Casino Employees (“Union”).

ARTICLE 1

General Provisions

- Section 1.1 **Cooperation** – The Employer, the Union, and each employee covered by this agreement will cooperate fully to serve the Citizens of Butler Township and the public in general, and will use their best efforts to assure the proper and uninterrupted functions of the Service Department and to promote mutual respect and fair dealing among themselves.
- Section 1.2 **Application** – The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. Term “employees” where used herein, without otherwise being qualified or described, refers to all employees in the bargaining unit.

ARTICLE 2

Recognition and Coverage

- Section 2.1 **Recognition** – The Employer recognizes the Union as the exclusive bargaining representative in all matters pertaining to wages, terms and other conditions of employment during the term of this Agreement, and any continuation or modification thereof, for all full-time and regular par-time employees of the Employer in the Butler Township Service Department as set forth in the certification issued by the State Employment Relations Board in Case No. 94-REP-06-0 108 as amended, which employees are:

Included: All full-time and regular part-time, for purposes of this Article regular part-time includes those employees that receive sick and vacation leave benefits, blue

collar employees of Butler Township Service Department including equipment operator, maintenance employees, truck drivers, laborers and group leaders.

Excluded: All management-level employees, confidential employees, supervisors, seasonal or casual employees and all other employees excluded by the Code.

Section 2.2 Bargaining Unit – The Union will not seek to include in the bargaining unit any person excepted from the definition of “Public Employee” under Chapter 4117 of the Ohio Revised Code nor will it seek to apply this Agreement to other individuals employed by Butler Township.

Section 2.3 Dues Check-Off – The plan of voluntary dues deduction authorized by Section 4117.09(B)(2), Ohio Revised Code will operate as follows: Bi-weekly, the Employer shall deduct at its cost to the Union from the wages and turn over to the proper officers of the Union, the union dues of the Union, the union dues of such employees in the bargaining unit who are members of the Union as shall indicate individually, and voluntarily certify in writing, that they authorized such deduction. Members of the bargaining unit agree that they will give written notice of intent to revoke the checking off of their dues. Said notice must be given by the member of the Union to the Employer. The Employer shall give notice to the Union within ten (10) days of receipt of the revocation request. It is understood that thirty (30) days will be required to affect any such revocation.

Section 2.4 Indemnity – The Union agrees to indemnify and hold harmless the Employer against any liability whatsoever in connection with the operation of Section 3 of this Article.

Section 2.5 Fair Share Provision – It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment. This obligation shall commence upon the successful completion of the probationary period of sixty (60) days following the beginning of employment, whichever is less, or sixty (60) days after the effective date of this contract, whichever is later. This provision shall not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union in the same bargaining unit. The deduction of a fair share fee by the Employer from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

Section 2.6 Bona Fide Religious Exemption – Any employee who is a member of a church or religious body having bona fide religious tenants or teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and a representative of the labor organization to which such employee would otherwise be required to pay dues. The employee shall furnish written proof each

month to the Employer and Union that this has been done. Employees who fail to meet this requirement shall be discharged by the Employer upon demand of the Union.

Section 2.7 New Hires – The Employer will notify the Union of all new hires, within the Service Department bargaining unit, within ten (10) days after their commencement of employment, furnishing the Union with the new employee's name, social security number, mailing address and the position for which the employee was hired. The Employer will notify the Union within ten (10) days after commencement of employment that it has hired "seasonal" or "casual" employees as defined by Chapter 4117 of the Ohio Rev. Code. The procedure for using "seasonal" or "casual" employees may be continued as used in previous years.

Section 2.8 DRIVE - The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his paycheck. The phrase "weeks worked" excludes any work other than a week in which the employee earned a wage. The Employer will transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the payroll deduction plan.

ARTICLE 3

Management Rights/Management Employee Relations

Section 3.1 The Union recognizes the right and authority of the Employer to administer the business of the Service Department unless provided to the contrary or modified by the provisions of this Agreement. In addition to other functions and responsibilities which are required by law, the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of the department, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include but are not limited to the following:

Section 3.11 To manage and direct its employees, including the right to hire, promote, transfer, assign, evaluate, layoff (for lack of work, lack of funds or due to a job abolishment), and recall or to discharge or discipline for just cause;

Section 3.12 To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;

- Section 3.13 To determine the department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- Section 3.14 To determine the size and composition of the work force in the Employer's organizational structure;
- Section 3.15 To determine the hours of work and work schedules required to most efficiently operate;
- Section 3.16 To determine whether a job vacancy is to be filled, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- Section 3.17 To determine the necessity to schedule overtime and the amount required thereof;
- Section 3.18 To maintain the security of records and other important information;
- Section 3.19 To determine the overall budget;
- Section 3.1910 To maintain and improve the efficiency and effectiveness of the employer's operations; and
- Section 3.1911 To determine and implement necessary actions in emergency situations;
- Section 3.2 The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the exclusive function of the Employer.
- Section 3.3 To the extent that the above rights are limited by the express terms of this Agreement (any exercise of these rights which are in violation of such express terms are subject to the grievance arbitration procedure).
- Section 3.4 The parties agree that the principle of a fair day's pay shall be observed at all times and employees shall perform their duties in a manner that best represents the Employer's interest. The Employer shall not in any way intimidate, harass any employee in the performance of his or her duties. The Employer will treat employees with dignity and respect at all times. Employees will also treat each other as well as the Employer with dignity and respect.

ARTICLE 4

Work Rules

Section 4.1 The Employer shall have the right to, in connection with its function of maintaining discipline and directing the work force, publish, and from time to time amend, reasonable rules of employee conduct, which shall be subject to the grievance procedure.

ARTICLE 5

Representation

- Section 5.1 Right of Access – An authorized non-employee representative of the Union, after notifying a representative of the Employer, designated by it for such purpose, may consult with employees in the assembly area before the start of and at the completion of the day’s work, and in addition shall be permit access to work areas at all reasonable times with the Employer’s prior consent for the purposes of adjusting grievances and assisting in the settlement of disputes. This privilege is extended subject to the understanding that work assignments are not, in fact, interfered with.
- Section 5.2 Stewards – The Employer recognizes that the Union will select a reasonable number of Stewards and Alternates in the Service Department and their authority shall be limited to, and shall not exceed, the following duties and activities:
- Section 5.21 the investigation, presentation and settlement of grievances in accordance with the provisions of this Agreement, it being understood by the parties that reasonable amounts of time spent in such activity shall not cause a Steward loss of pay;
- Section 5.22 The collection of dues when authorized by appropriate Union action; and
- Section 5.23 The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information have been reduced to writing.
- Section 5.24 The Union shall notify the Employer of the Stewards and Alternates selected. The jurisdiction area of each Steward will be jointly established. Stewards shall be recognized as the representatives of all members of the bargaining unit for all purposes of this Agreement. Stewards will be subject to the same rules rates and working conditions as other employees.
- Section 5.3 Union Business – Union members and officers shall not conduct any Union activity or Union business on Employer paid time or Employer’s premises or at a job site away from the Employer’s premises without the Employer’s prior consent.

ARTICLE 6

Union Representation

Section 6.1 In the event the Employer intends to discipline, investigate or take any other action which may affect an employee's job security or any other term or condition of his employment and in connection therewith, holds an interview with an employee, the Employer shall first advise the employee of his right to be accompanied by a Union representative during the interview. No Employee shall be required to meet with any representative of management without Union representation once such representation has been requested, unless a bona fide emergency exists or Union representative is not available within a reasonable period of time.

ARTICLE 7

Personnel Files

Section 7.1 Each employee may inspect his personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. An employee shall be entitled to have a representative of his choice accompany him during such review.

Section 7.2 If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in his file. No anonymous material of any type shall be included in the employee's personnel file.

Section 7.3 Records of oral warnings, written warnings and reprimands shall cease to have force and effect on year from the date of issuance and shall, upon request of the employee, be removed from the personnel file, provided no intervening discipline of a similar nature has occurred. Any record of more severe discipline shall cease to have force and effect two (2) years from the date of issuance and upon the request of the employee be removed after two (2) years from the personnel file provided no intervening discipline has occurred.

Section 7.4 The following item shall be considered public information available upon request to the Employer, from an employee's personnel file: annual salary, degree(s) held, areas of capital certification, civil service status, and awards or commendations. All other documents in the personnel file shall be considered confidential and shall not be conveyed in any manner to any person or persons unless by court order, subpoena, or written permission of the employee or advice from the Employer's legal counsel that the matters are public records under R.C. 149.43.

ARTICLE 8

Performance Evaluation

- Section 8.1 In event the Employer utilizes written performance evaluations for the employees; the immediate supervisor shall meet the employee to discuss the evaluation before the evaluation score is finalized. After meeting with the employee, the supervisor shall prepare the evaluation. The evaluation shall be submitted to the succeeding levels of supervision, for relevant comments. The employee shall receive a copy of the final evaluation form. One copy of the form shall be signed by the employee to acknowledge receipt of the form's inclusion in the personnel file.
- Section 8.2 If the employee disagrees over any part of the evaluation, it is the employee's right to attach written comments which the employee feels will clarify the issue in question. The employee's comments shall be stapled to the evaluation form and the attachment so noted on the face of the form.
- Section 8.3 Performance evaluations and administration of this Article are subject to appeal through the grievance procedure as provided in this Agreement.

ARTICLE 9

Discipline and Hearing Clause

- Section 9.1 The Employers may not suspend, discharge, or otherwise discipline employees except for just cause. Written disciplinary notices shall be given to an employee within seven (7) working days after the incident at issue comes to the attention of the Employer unless the Employer requires additional time to investigate the matter in which case the time period shall be extended to fifteen (15) days. Disciplinary notices in employees' files shall remain in effect as set forth in Article VII Personnel Files.
- Section 9.2 In addition to the normal grievance procedure outlined in the contract, a hearing must be held between the Union, the steward, the affected employee, and the Employer before any employee is discharged. Both the Employer and the Union shall make an authorized representative available within a reasonably prompt period of time. Any agreement reached by the parties at such hearing shall be final and binding on the Union, the employee, and the Employer and shall not be subject to the grievance or arbitration process.

ARTICLE 10

Grievances

Section 10.1 Definition – A grievance is defined as a difference dispute or complaint between the Union and the Employer or between the employees covered herein and the Employer over the interpretation or application of the contents of this Agreement. An honest and earnest effort will be made to settle grievances informally before resort to the following steps and procedures. All grievances shall be in writing on forms provided by the Union, and shall set forth the article or section of the Agreement alleged to have been violated.

Section 10.2 Procedure – All grievances shall be promptly taken up. To be considered, a grievance must be filed at the first step within fourteen (14) days of its occurrence. When an employee first becomes aware (or in the exercise of reasonable diligence should have become aware) of the occurrence of a non-disciplinary grievance, the grievance may be filed fourteen (14) working days of such time. It is understood that the grievant may be present at all steps of the grievance procedure. The grievance shall be taken to the Township Service Director and the initiating steward may be present.

Section 10.21 Step 1 – The grievance shall be taken up with the employee's Service Director. Upon request of either, the steward shall be present. The Service Director shall not have authority to settle grievances that require the payment of money or create binding precedent for contract interpretation.

Section 10.22 Step 2 - If the grievance has not been adjusted as Step 1, it may be appealed in writing by the chief steward to a meeting between the initiating steward and the Butler Township Administrator. This meeting shall be mutually scheduled by the business agent and the Township Administrator within three (3) working days after the filing of the appeal and held within seven (7) working days after the filing of the appeal. Such appeal should be submitted within seven (7) calendar days of the answer of the Service Director in Step 1. The Township Administrator shall issue his/her decision within five (5) working days of the Step 2 meeting.

Section 10.23 Step 3 – If the issue has not been satisfactorily disposed of, the parties may agree to mediate the issue, requesting the services of the local FMCS mediator.

If joint agreement to mediate is not obtained within five (5) calendar days of the Township Administrator's Step 2 answer, the grievance may be submitted to arbitration within ten (10) calendar days of the Township Administrator's step 2 answer in accordance with Step 4 below.

In the event the parties agree to mediate the issue, they shall immediately jointly request the mediator's services and schedule the mediation as soon as practicable. The costs of the services of the mediator, if any, shall be borne equally by the

Employer and the Union. If the parties in good faith engage in mediation but the issue remains unsolved or if the FMCS mediator refuses to mediate the issue, the matter may be submitted to arbitration within ten (10) calendar days of the meeting/refusal as set forth in Step 4 below.

Section 10.24 Step 4 – If a grievance which involves the application or interpretation of provisions of this Agreement, continues to be unresolved, the grievance may be appealed to arbitration within ten (10) calendar days of the Township Administrator's Step 2 answer where there is no joint agreement to mediate or within ten (10) calendar days of the date the Step 3 mediation effort failed if there was joint agreement to mediate. Upon appeal, the Employer and the union shall immediately thereafter select an arbitrator to hear the dispute from the following panel: Tobie Braverman, Alan Miles Ruben, Mitchell Goldberg, John Lenehan, Edwin Render, Langden Bell, John Murphy, and Anna Duvall Smith. The arbitrator shall be chosen by following the list in alphabetical order. If for any reason an arbitrator on this panel can no longer serve in this capacity, the parties agree to meet and choose a replacement. The cost of the services of the arbitrator shall be borne equally by the Employer and the Union.

ARTICLE 11

No Strike/No Lockout

Section 11.1 Rights – Neither the Union nor any employee shall take part in, cause, or aid any strike, sympathy strike, slowdown, picketing, or any other interference with the operations of the Employer during the term of this Agreement. In addition to other rights and remedies prescribed by law, the Employer shall be the right to discharge, demote, suspend, or otherwise discipline any employee violating this Article. The Employer agrees there shall be no lockout of the employees during the term of this Agreement.

Section 11.2 Violation – Any violation of this Article by an employee or employees shall constitute cause for discharge of the employee or employees who participate therein, provided such discharge or suspension is in accordance with Ohio Rev. Code 4117.23.

Section 11.3 Union Must Stop Violation – In the event of any violation of this Article, the Union will immediately take whatever steps are necessary to attempt to terminate said strike, slowdown, sit-down, work stoppage or other concerted activities which interrupt production, or picketing in violation of the Agreement.

ARTICLE 12

Bulletin Boards

Section 12.1 The Employer agrees to furnish the Union bulletin board space to be used by the Union for the posting of notices and bulletins relating to official Union business. All items so posted will bear the signature of an official of the Union. No items posted thereon shall contain material of a derogatory or defamatory nature nor shall it be used for posting of political material. The location of said bulletin board space shall be designated by the Employer.

ARTICLE 13

New/Changed Jobs & Subcontracting

- Section 13.1 The Employer shall have the right to determine job content and from time to time change job content or create new jobs. In addition, the Employer has the right to subcontract, transfer, assign or otherwise relinquish any work (including but not limited to service and maintenance) customarily performed by bargaining unit members. The Township agrees that it is the intent to fully utilize its employees, under circumstances in which it is reasonable and practicable to do so, in the performance of work which the employees have historically performed to produce its services
- Section 13.2 The parties agree that the subcontracting of work which results in the layoff of any bargaining unit employee shall only take place for valid economic reasons and shall be preceded by thirty (30) days' written notice to the Union during which time the parties shall meet to review the reason for the subcontracting and examine possible methods of retaining the work.
- Section 13.3 The Township shall notify the union of jobs created or changed and also the assigned rate of pay in the Service Department.

ARTICLE 14

Safety and Health

- Section 14.1 The Employer and the Union agree that safety and health of all employees are matters of the highest importance and each will cooperate in an effort to prevent injury.
- Section 14.11 The Union agrees that careful observance of safe working practices and Employers safety rules is a primary duty of all employees. The Employer agrees that there will be uniform enforcement of such rules among employees

similarly situated within the bargaining unit and among said employees said rules shall be enforced without discrimination. Violation of Employer safety rules subject the offending employee to disciplinary action.

Section 14.2 Medical Examination in Interest of Health and Safety – If the Employer has reasonable cause to believe that an employee is mentally or physically unable to perform his required duties, he may require the employee to take an examination to determine his physical or mental capacity to perform his required duties, which exam will be scheduled at the earliest available date and time. The Employer shall bear the cost of such exam. If the determination discloses that the employee’s condition jeopardizes his health or safety or that of other employees, or his job performance, the Employer may relieve the employee from active employment.

Section 14.21 If the examination determines that the employee is unable to perform his required duties or that his condition jeopardizes his or others health and safety, the employee may be placed on sick leave.

Section 14.22 If the employee disagrees with the results of a mental or physical examination, he may, at his own expense, obtain an examination and opinion from his own personal physician and if the results of the examination and/or opinion differ, the respective physician shall select a third physician who shall examine the employee and render the final decision which shall be binding on both parties. The expense of the third physician shall be equally divided between the Employee and the Employer.

Section 14.3 Employee Assistance Plan and Substance Testing

Section 14.31 EAP – Employer shall promptly establish an Employee Assistance Program (“EAP”) to provide a counseling and/or referral service for employees who have continuing personal problems which may adversely affect their work performance. These problems may be financial, emotional, family, legal or drug and alcohol related.

Section 14.32 Referrals to treatment or counseling services may be initiated by the employee and/or supervisor through the EAP Coordinator. All referrals are strictly confidential and unless otherwise prohibited by law, no records of referrals will be kept in the employee’s personnel file to which public access is permitted. Unless referral is mandatory under the Employer’s Substance Abuse Policy, EAP services are strictly voluntary, and participants in the program will still be required to meet existing performance standards. Initial costs associated with preliminary interviews, counseling and referral shall be borne by the Township. Costs associated with any ongoing counseling or other professional services shall be the responsibility of the Employee unless otherwise covered by applicable health insurance programs. No professional type counseling will be conducted at the workplace nor performed by the

Employer or other Employees. Supervisors will be briefed annually on how to properly respond to the employee who seeks assistance. Additional information may be obtained by contacting the designated EAP Coordinator or Township Trustees.

Section 14.33 Substance Testing - Definitions

Section 14.331 Employee means any bargaining unit member.

Section 14.332 Employer means Butler Township.

Section 14.333 Controlled Substance means a controlled substance contained in Schedule I through V of Section 202 of the Controlled substance Act (21 USC 812); or as defined in 3719.01 ORC, or as otherwise defined under applicable Federal or State law.

Section 14.334 Harmful Intoxicant means a substance defined at 2925.01 (J) (I) ORC or as otherwise defined under applicable Federal or State law.

Section 14.335 Conviction means a finding of guilt, {includes a plea of nolo contendere (no contest) or the imposition of a sentence, or both}, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

Section 14.336 Criminal Drug Statute means a federal, state or local criminal statute or ordinance involving the manufacture, distribution, dispensing, use or possession of any controlled substance or harmful intoxicant.

Section 14.337 Reasonable Suspicion is defined as an apparent state of facts and/or circumstances found to exist on inquiry by the supervisor which would warrant a reasonable, prudent person to believe the employee was under the influence of a controlled substance, harmful intoxicant, beer, wine or intoxicating liquor.

Section 14.338 Random Testing is defined as selection of any employee of Butler Township for substance testing on an indiscriminate basis. Prior to implementation of random drug testing all Township employees shall be included in the process.

Section 14.34 Drug Free Work-Place Article

Section 14.341 It is the procedure of Butler Township to maintain a safe and productive "Drug Free" work-place for its employees; employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or harmful intoxicant.

- Section 14.342 The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or harmful intoxicant by any employee which takes place in the work-place is strictly prohibited and will result in criminal prosecution and employee discipline up to and including discharge.
- Section 14.343 Any employee convicted of any federal or state criminal drug statute occurring in the work-place must cause the employer to be notified of that fact within five (5) calendar days of the conviction.
- Section 14.344 Any employee who reports for duty in an altered or impaired condition which is the result in whole or in part of the illegal use of a controlled substance or harmful intoxicant or use of beer, wine or intoxicating liquor will be subject to disciplinary action. As set forth hereafter the employer may choose to hold disciplinary action in abeyance while any employee participates in drug and/or alcohol rehabilitation. The employee assistance will remain confidential and not be noted in the employee personnel file however the Employer shall maintain records concerning said referral and treatment that shall not be available to the public unless required under applicable law. This "Drug Free" work-place article shall apply to all employees of Butler Township.
- Section 14.35 Distribution of Drug Free Work-Place Article
- Section 14.351 All bargaining unit members will receive a copy of the Township's Drug Free Work-Place Statement, Drug Free Work-Place Article and Drug Testing Article and will be required to sign for receipt of those copies, in which a copy of the signed article will become a permanent part of the employee's personnel file.
- Section 14.352 All bargaining unit members will be given notice that the Township reserves the right to order employees to submit to random testing as well as testing upon reasonable suspicion in accordance with this article of the collective bargaining agreement.
- Section 14.36 Employee Drug/Alcohol Testing
- Section 14.361 In order to maintain a safe and healthy environment in which to work, the employer reserves the right as a condition of continued employment, the ordering of an employee to submit to examinations including blood, urine or hair sample tests for illegal drugs and/or harmful intoxicants or the misuse of legal drugs and/or alcohol on a random basis or where there is reasonable suspicion that an employee's work performance is affected by the condition. Reasonable suspicion shall be determined by the employer or designee on the basis of reliable and verifiable information provided to him/her, including but not limited to descriptions of appearance, behavior, speech or breath odor. All reliable and verifiable information shall be made available to the member's union representatives.

- Section 14.362 This testing shall be conducted solely for administrative purposes. Results obtained shall be held in complete confidentiality and may not be used in criminal proceedings other than by subpoena from a judicial body.
- Section 14.37 Substance Testing - To the extent that the Employer implements a Substance Testing Program that is applicable to employees covered by this Agreement the following minimal standards shall apply.
- Section 14.371 All drug/alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio or properly accredited by a recognized national organization (e.g. the College of American Pathologists). The procedure utilized by the employer and testing laboratory shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening. The foregoing laboratory procedures shall be the protocol followed in this article, and shall be outlined in writing, concerning the collection of bodily fluids or hair samples utilized for examination and testing. The samples collected shall be contained in three (3) separate containers for use in the following prescribed testing procedures. All separate containers shall be initialed by the member and the person taking the samples after sealing of the containers. Either party may have another representative present as a witness during the taking of the aforementioned samples at no loss of wages for any party.
- Section 14.372 This protocol procedure shall be sent to the Union; and at its option and expense, the Union may send the protocol procedure to a board certified clinical pathologist for opinions as to the adequacy of the procedure. If the Union finds bona fide serious testing process flaws in the protocol, the Employer will communicate with and/or solicit other potential vendors to achieve an acceptable protocol that satisfies accepted industry standards, which standards shall be binding upon the parties.
- Section 14.373 If the protocol is accepted by the Union, and no timely objection is made by the qualified expert for the Union, the designated vendor will be accepted and a collection point designated.
- Section 14.374 The results of the testing shall be delivered only to the Township Administrator, Trustees and the employee tested. An employee who confirmatory test results is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm and the test results were obtained using the approved protocol methods. The employee shall provide a release for disclosure of the testing results. A Union representative from the bargaining unit shall have a right to access to the results upon request to the administrator with the employee's written consent.

- Section 14.375 Upon direct orders by the Employer pursuant to this Substance Testing Article, the employee shall, at the expense of the Township, submit to such test; and upon request, the employee will sign an appropriate release form authorizing withdrawal of blood or urine or hair samples and the release of test result to the employer.
- Section 14.376 Refusal by an employee to submit to the test under this Article, as ordered, or the refusal to sign a release form, as required, or the failure or refusal to provide either a specimen of urine or blood or hair, as ordered, shall constitute a presumption of a positive test result and may result in such employee's discipline. At the time of taking of the original specimens, three (3) separate specimens will be taken. Two of the specimens shall be delivered to separate testing facilities and the third shall be sent to a drug testing facility of the employee's choice. The employee's sample will be tested at the employee's request and expense. The testing facilities chosen shall have Liability Insurance to protect the employee from false readings of the specimens being tested. If the results of the two separate tests required by the Township have not been returned within twenty (20) calendar days and the employee deems it necessary to have his/her specimen tested, the cost of such test shall be paid by the Township. No employee shall suffer any loss of wages or accumulation of any type of leave while waiting for the results of any test or physician verification of his/her return to duty if the drug test returns indicate the employee was substance free.
- Section 14.377 If the screening test is positive, a confirmatory test shall be conducted. The positive findings of the first confirmatory test may be followed by the employer desiring that the second sample be tested.
- Section 14.378 In the event the second test confirms the results of the first test, the Employer may proceed with sanction as set forth in this Article.
- Section 14.379 In the event that the second test contradicts the results of the first test, the employer may request a third test at a laboratory from the list maintained by the employer, approved by the employer and the Union. The results of this test, if positive, shall allow the employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.
- Section 14.3710 In the event that two tests are positive, the employee is entitled to have the sample in the third container tested at an approved laboratory, at the employee's expense. If this test were to come back negative, all of the testing procedures shall be investigated and a meeting with the member, union, and the Township shall take place in order to decide if another test would benefit the accused. If possible or necessary another sample may be taken or retesting of the prior samples taken at the joint (50-50) expense of both the employee and the employer.

- Section 14.3711 A list of three (3) testing laboratories shall be maintained by the employer. These laboratories shall conduct any testing directed by the employer. The employer shall obtain the approval of the Union as to any laboratories put on this list, which approval shall not be unreasonably withheld.
- Section 14.3712 After two (2) positive test results are received as set forth above, the employer may require the employee to participate in any rehabilitation that is covered by the employee's health insurance or EAP. Depending upon the nature and severity of the offense, discipline resulting from the positive findings of confirmatory sample testing for controlled substances and/or harmful intoxicants may be immediately imposed or reasonably deferred pending rehabilitation of the individual. Discipline resulting from the positive findings or confirmatory sample testing for beer, wine or intoxicating liquor shall be deferred on the first occasion pending rehabilitation of the individual, however, if said use resulted in loss or damage to Township property or liability of the Township to a third party, immediate discipline may be imposed even though the employee is referred to a rehabilitation program. An employee who participates in a rehabilitation program shall be allowed to use sick leave, vacation leave, leave of absence and compensatory time for the program for the period of the rehabilitation. Upon successful completion of such program and upon receiving results from a retest demonstrating that the employee is substance free the employee shall be returned to his/her former position. An employee in the above-mentioned rehabilitation programs who is placed on medical leave of absence without pay because of a lack of accrued sick leave shall retain only such benefits and seniority as is provided under other applicable Article of this Agreement.
- Section 14.3713 If the screening test is positive and the circumstances surrounding the incident are such severity and egregiousness that immediate discipline is reasonable and appropriate, or if the employee refuses to undergo rehabilitation, or if he fails to complete a program of rehabilitation or if he tests positive during tests within twelve (12) months after his/her return to work from such a program, the employees shall be subject to disciplinary action. Additionally an employee shall be subject to discipline for any violation of law or policy that occurs while on duty in conjunction with said substance or alcohol abuse (e.g., DUI, insubordinations, etc.).
- Section 14.3714 Costs of all drug/alcohol screening tests and confirmatory test shall be borne by the employer except that any test initiated at the request of the employee or otherwise not mentioned shall be at the employee's expense.
- Section 14.3715 The employer may conduct three (3) tests for a period of twelve (12) months from the time of employee's return to work. However, drug/alcohol testing may be required of any employee, at any time, based upon reasonable suspicion or if randomly selected.

- Section 14.3716 Only for the purposes of implementing the provisions of this Article, each bargaining unit member who undergoes substance testing shall execute a medical release in order for the employer to obtain the results of the drug/alcohol screening testing. Except as otherwise provided by State or Federal law with regard to communicable diseases, or without further authorization of the employee, the releases referred to this Article shall authorized only the release of examination results and progress reports pertaining to the drug screening test results. No other medical findings may be released without the express written permission of the employee.
- Section 14.3717 The provision of this Agreement shall not require the employer to offer a rehabilitation program to any employee more than once.
- Section 14.3718 An employee who refuses to take or does not take a substance test administered pursuant to this Article and is only suspended may not return to duty until he/she has passed a substance test administered under this Article.
- Section 14.3719 Any bargaining unit employee who has been ordered to undergo blood or urine or hair testing may, upon request, be accompanied to the testing site by a steward or co-worker. No test will be delayed due to the tardiness of the employee's representative or co-worker. The employee's steward or co-worker shall be given reasonable time to attend.
- Section 14.3720 Results of all tests administered pursuant to this Article shall constitute medical information and shall not constitute a public record unless otherwise provided under Ohio law. There will be equal and fair treatment to all bargaining unit employees.
- Section 14.3721 The reading and interpretation of the specimen results shall be done by a Medical Review Officer who shall be a licensed physician responsible for receiving laboratory results generated by an employer's substance testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant biomedical information. This individual shall have documented scientific qualification in analytical testing procedure.
- Section 14.3722 The employer and the certified laboratory shall develop and maintain a clear and well-documented procedure for collection, shipment, and accessing of specimens under this Article.
- Section 14.3723 A proper chain of custody shall be maintained on all specimens taken.
- Section 14.38 Prescription Drug Use

- Section 14.381 The Township does not prohibit employees from using prescription drugs, provided: (a) the prescription drugs are prescribed for medical reasons by a licensed medical practitioner with dosage frequency prescribed on the label; and (b) the employee's use of prescription drugs does not affect job performance, threaten the safety, property or reputation of other employees or the Township, or result in a criminal felony or misdemeanor incident while on duty.
- Section 14.382 A supervisor acting on reasonable suspicion will give the employee who is using prescription medication according to the dosage prescribed and for appropriate medical treatment purposes the opportunity to explain the circumstances of obtaining the prescription if prescribed to someone other than the user. If the prescription is lawfully filled and used according to the dosage prescribed and is used for a reasonable medical treatment purpose the explanation will serve as an affirmative defense.
- Section 14.383 The Township reserves the right to apply the disciplinary procedures of this policy, including requiring a drug and/or alcohol test, to any employee who uses prescription drugs in a manner which violates this rule.
- Section 14.39 Off Duty Consumption of Alcohol – Employees shall not consume alcoholic beverages within eight (8) hours of reporting for duty. If called in for duty employees shall notify their supervisor prior to reporting if they have consumed alcohol within the previous eight (8) hours. Any testing conducted pursuant to this Article 14 shall contain procedures that recognize and accommodate the potential that an employee's results may initially test positive for alcohol, notwithstanding compliance with the eight (8) hour requirement of this Section I and shall undertake additional inquiry into the basis for the reading.

ARTICLE 15

Seniority

- Section 15.1 Seniority, as that term is used in this Agreement, is defined as an employee's continuous service with the Service Department as a full-time regular employee to be computed from the employee's last date of hire. Absent a specific grant in this Agreement, the retention of seniority during layoff or leave of absence does not automatically entitle an employee to receive benefit proved to those on the active payroll:
- Section 15.2 An employee's seniority shall cease and his employment terminated upon any of the following:
- Section 15.21 Resignation or "Quit";

- Section 15.22 Termination which is not modified or reversed through grievance or arbitration;
- Section 15.23 Retirement (Years of service and/or retirement disability);
- Section 15.24 Layoff in excess of eighteen (18) months;
- Section 15.25 Absence from work (resulting from Township work-related injury or illness compensated by workers compensation) in excess of twelve (12) months provided however, that the period will be extended for an additional three (3) months provided a physician mutually agreed upon by the Employer and Union states that in his opinion the employee will return to work within said three (3) month period; and
- Section 15.26 Absence from work (resulting from non-Township work related injury or illness or FMLA approved reason) in excess of retained sick leave or twelve (12) weeks whichever is longer.
- Section 15.3 The retention of seniority shall not entitle an employee to any specific benefits or the continued accrual of additional seniority unless specifically set forth in other provisions of this Agreement.
- Section 15.4 Employees shall continue to be eligible for health insurance coverage as follows:
- Section 15.41 After resignation or quit as determined by COBRA;
- Section 15.42 During layoff for a period of two (2) months after which as determined by COBRA;
- Section 15.43 During military leave in excess of 31 days – as determined by COBRA and USERRA;
- Section 15.44 During absence from work (resulting from Township work-related injury or illness compensated by workers compensation) as long as the bargaining unit employee is being compensated by BWC; and
- Section 15.45 Absence from work (resulting from non-Township work related injury or illness or FMLA approved reason) for a maximum of retained sick leave or twelve (12) weeks, whichever is longer.
- Section 15.5 Notwithstanding the restriction of Article 15, in cases involving serious illness or injury, the Board of Trustees may in their discretion (but shall to be required to) extend retention of seniority and eligibility for health insurance. Factor which may be considered include the employee's work record, attendance, amount of retained sick leave and potential for recovery and return to work.

Section 15.6 Full-time employees who are entitled to accrue sick leave may donate a portion of their accrued sick leave to another full-time employee who is also eligible to accrue sick leave. Following are conditions necessary for such a transfer to be approved:

Section 15.61 The Township Administrator must approve the transfer, which shall not be unreasonably denied;

Section 15.62 The employee receiving the sick leave must be off duty, have exhausted all accrued leave and must have a prognosis and stated intent to return to work after recovery from the injury or illness;

Section 15.63 The employee donating the leave must have a balance of more than 240 hours of accrued sick leave after the transfer and may not donate less than eight (8) or more than 40 hours to any one employee;

ARTICLE 16

Layoff/Recall and Promotions

Section 16.1 In case any long-term layoff of bargaining unit employees is anticipated, the Employer shall notify the Union of the impending layoff. The Employer and the Union shall meet to discuss possible alternative and the impact of the layoff on bargaining unit employees.

Section 16.2 Affected employees shall receive notice of any long-term layoff (lasting six (6) days or more) thirty (30) calendar days prior to the effective date of the layoff. Employees will be notified of the Employer's decision of implement any temporary layoff, lasting five (5) days or less, thirty (30) calendar days prior to the effective date of the layoff.

Section 16.3 The Employer shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classifications. Employees shall be laid off within each classification by inverse order of seniority, beginning with:

Section 16.31 Temporary employees;

Section 16.32 Probationary employees;

Section 16.33 Permanent part-time employees; and

Section 16.34 Full-time regular employees.

Section 16.4 Any employee receiving notice of long-term layoff shall have five (5) days following receipt in which to exercise his right to bump any less senior employee

within the same classification or within any classifications, provided the more senior employee possesses the immediate skill, ability and qualifications to perform the work. Any employee who is bumped from his position shall be five (5) days in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability and qualifications to bump another employee, shall be laid off and placed on a recall list. An employee may only exercise his bumping rights once during any layoff affecting his position. The employee exercising bumping rights to bump to a lower position shall be paid at the low positions rate.

Section 16.5 When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall employees from layoff within each classification as needed. The Employers shall recall such employees according to seniority, beginning with the most senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of eighteen (18) months after the effective date of the layoff.

Section 16.6 No new bargaining unit employees shall be hired while qualified employees with seniority are in layoff status.

Section 16.7 Notice of recall from a long-term layoff shall be sent to the employee by certified or registered mail with a copy to the Union.

The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided to the employer by the employee.

Section 16.8 The employee recalled from long-term layoff shall be five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have seven (7) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 16.9 The parties agree that all appointments to entry level or promotional positions covered by this agreement shall be filled in accordance with the Article provided, however, that nothing contained herein shall be deemed to prevent the Employer from leaving positions vacant on a short or long term basis filling them by temporary transfer to be paid at the job rate if higher than employee's current rate, provided the vacancy is of a permanent nature or is caused by the scheduled absence of an employee of greater than one (1) day.

Section 16.10 All regular full-time entry level promotional positions which become available shall be posted on all official bulletin boards for a period often (10) consecutive working days. These postings will include the position description, the pay scale, the number of vacancies to be filled, the procedure for selecting the employee to be promoted including any applications for the position. Only those employees

who meet the “Minimum Qualifications” contained within the position vacancy announcement shall be eligible to apply. If there are no qualified applicants for the internal promotion to a vacant position, the Board will fill the position in accordance with Township Policy.

ARTICLE 17

Probationary Period

Section 17.1 New employees shall serve a probationary period of twelve (12) months subject to the Employer’s then existing probationary requirements. An employee shall be entitled, during his probationary period, to the processing of grievances which only concern matters not related to discipline or job performance. Employees serving an original probationary period in the bargaining unit may be dismissed with or without cause, and shall not have access to the grievance procedure for such dismissal.

ARTICLE 18

Hours of Work

Section 18.1 Standard Work Week – The Service Department standard work week consists of seven days and begins at 12:01 AM on Sunday and ends at midnight on Saturday. During the standard work week, employees will normally be scheduled to work eight hours per day, Monday through Friday, with ½ hour unpaid for lunch. The Employer retains the right to make occasional changes or temporary adjustment in the schedule. During season periods such as winter for snow removal, summer for grass cutting and fall for leaf pick-up, etc., non-standard shifts may be required.

Section 18.2 Overtime – Overtime at the rate of time and ½ for all hours worked in excess of 40 hours per week or eight hours per work day will be scheduled and approved only in emergency situations and for infrequent non-routine projects or work. Overtime may be scheduled only when authorized by the Employer. Payment for overtime shall not be pyramided.

Section 18.3 Assignment of Overtime – The Employer will attempt to distribute overtime work in a fair and equitable manner, providing that such attempts do not affect the orderly and efficient operation of the affected department. Overtime assignments shall be mandatory.

Section 18.31 A record of overtime hours worked by each employee shall be kept on a list and displayed within each department. Overtime hours shall be recorded on this list as soon as practical after the employee(s) work(s) the hours.

Section 18.32 Overtime shall be distributed within such list as equitably as possible.

Section 18.4 Show up Time -- Any regular employee who is scheduled to work on any day and will report for work as scheduled will be guaranteed three (3) hours of work for that day, unless the Employer has properly notified them in advance not to report for work. Employees who are absent the day before and did not call in will not be covered by this clause.

Section 18.41 Scheduling Emergency Snow Removal will be covered in Article 24.

Section 18.5 Emergency Call-Back -- Any employee who has finished their regularly scheduled shift and has left the garage and is required to return for additional or emergency work will be guaranteed four (4) hours work at the applicable rate as specified in this Article. Such employees will be employed in work normally performed by him them.

ARTICLE 19

Holiday and Vacations

Section 19.1 Holidays -- Consistent with the observance by Butler Township of holidays for its full-time personnel, all full-time employees covered herein shall be entitled to the following paid holiday:

New Year's Day
Martin Luther King Day (Floater for Christmas Eve*)
Presidents Day (Floater for Christmas Eve*)
Memorial Day
Independence Day
Labor Day
Columbus Day (Floater for Christmas Eve*)
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

* Any one of the three floater holidays may be given up during the year in exchange for Christmas Eve. Employees will make that determination at the beginning of each year.

Section 19.2 Employee's Birthday (subject to scheduling and crew and requirements this holiday may be taken any time during the year). Shall be credited to the

employee on the first pay period of the New Year and must be used by the last pay period of the year in which it is earned.

Section 19.3 Any employee scheduled to work on a holiday shall receive his holiday pay plus 1-1/2 times his regular pay for hours worked. Holidays which fall on Saturday will be observed on the preceding Friday. Holidays which fall on Sunday will be observed on the following Monday.

Section 19.4. Accrual of Vacation – Only full-time accrue vacation leave. Vacation leave accrued is based on the employment anniversary date with Butler Township. Vacation leave is accrued starting at the time of employment; however, an employee is not entitled to use or be compensated for unused vacation leave accrued until after six (6) months of employment. Vacation leave is not earned during periods of time in which the employee is in a non-pay status.

Section 19.5 If an employee collects Worker’s Compensation which shall not be considered “active pay status” during the year in which the vacation accrues, he/she must have been in an active pay status in at least 1680 hours of the accruing year. If an employee works less than this qualifying amount of hours, vacation leave will be prorated based upon the actual number of hours worked in the accruing year.

Section 19.6 Full-time employees shall be entitled to the following paid vacations:

<u>Completed Year of Service</u>	<u>Vacation</u>	<u>Hours Accrued</u>
<u>1 year</u>	<u>40 hours</u>	<u>40 hours</u>
<u>2 to 4 years</u>	<u>80 hours</u>	<u>80 hours</u>
<u>5 to 13 years</u>	<u>120 hours</u>	<u>120 hours</u>
<u>14 to 19 years</u>	<u>160 hours</u>	<u>160 hours</u>
<u>20 or more years</u>	<u>200 hours</u>	<u>200 hours</u>

Section 19.7 Accumulation of Vacation – Vacation leave may be accrued up to a maximum of the table above. Vacation leave accrued in excess of the table above must be taken prior to the addition of any additional vacation being accrued. In the event that scheduling requirements of the Department prevent an employee from using vacation within an anniversary year said employee shall be entitled to carry over said excess vacation to the following year with approval from the Township Administrator. All accumulated amounts in excess of the carry over limit must be used before December 31 or be forfeited. (Example: if your anniversary date is May 31st and the employee has one (1) more week to use and did not use before that May 31st anniversary date, then the employee shall be permitted to carryover that week past May 31st but must use it before December 31st of that same year.)

- Section 19.8 Approved Use of Vacation – Employees shall be allowed time off for vacation as determined by the Employer, however, the wishes of employees will be taken into consideration when the efficient operation of the Department permits.
- Section 19.9 Conversion of Vacation – Unused accrued vacation leave shall be paid as terminal pay to employees who have provided at least one (1) year of continuous service with Butler Township and provided at least two weeks of notice of such termination. In event of an employee's death, unused accrued vacation leave shall be paid to the next of kin, beneficiary or to the estate. With the agreement of both the Employee and the Employer equivalent wages can be paid in lieu of taking vacation in excess of 80 hours.
- Section 19.10 Employees with prior Township service shall be given tenure reflecting prior service for calculating the rate of vacation accrual in accordance with Section 9.44 of the Ohio Revised Code.
- Section 19.11 In order to ensure appropriate staffing levels, the Employer has set limits on how many Service Department employees may be on vacation at any given time. No more than three (3) bargaining unit members shall be allowed to have leave at the same time. During the winter months (December through March) no more than one (1) employee shall be off for an extended vacation leave.
- Section 19.12 The Service Supervisor/Director may approve leave in excess of the above guidelines if the employee explains, in writing, the extenuating circumstances involved, and if, in the Supervisor's/Director's sole discretion the work load allows for such leave.
- Section 19.13 Vacation leave must be requested by the employee in advance in writing and approved in advance by the employee's supervisor. Employees may select their vacation dates on a first-come, first-served basis, except that seniority shall prevail in vacation selection when there is a conflict in vacation dates selected and the more senior employee has given at least thirty (30) days advance notice of the vacation date selected.
- Section 19.14 Personal Days – A full-time bargaining unit employees including probationary full-time bargaining unit employees with more than thirty (30) days tenure from the date of their appointment shall receive one (1) personal day a year. Personal days must be requested within the calendar year (January 1 to December 15) that they are earned. Personal days not used by the end of the calendar year will be lost and not carried over to the next year or not eligible for buy back. Approved requested leave prior to December 15 must be used by December 31st.

ARTICLE 20

Sick Leave

- Section 20.1 Accrual of Sick Leave – Sick leave for full-time employees begins to accrue from the first day of employment and may be used when necessary any time during the period of employment. Sick leave is not earned during periods of time in which the employee is in a non-pay status. Workers’ compensation shall be deemed a non-pay status.

- Section 20.2 Purpose – Sick leave is provided so that employees will not be seriously handicapped financially if unable to work for a reason qualifying for sick leave. Sick leave is not an entitlement to annual paid time off; it is for only the situations defined in this Article. Abuse of sick leave or dishonesty in connection with sick leave is just cause for discipline or discharge. Unpaid leave will be provided as required by FMLA. Paid leave will be provided subject to the requirements of this Agreement.

- Section 20.3 Accumulation – The maximum amount of accrued but unused sick leave is two thousand eighty (2,080) hours.

- Section 20.4 Rate – Sick leave shall be earned and credited at a rate of 4.62 hours per pay period, including paid vacations and sick leave, but not during a leave of absence without pay, lay off, disciplinary suspension, or while in overtime status. This is equivalent to 15 days per year.

- Section 20.5 Conditions for Payment of Sick Leave – To be paid sick leave, an employee must meet the following conditions:
 - Section 20.51 The employee must be absent for one of the reasons defined in this Article. The Township may require a certificate from the employee’s doctor to establish the employee’s eligibility for the sick leave.
 - Section 20.52 The request for leave must be approved by the employee’s Department Head on a Leave Request Form.

- Section 20.6 Repeated Use. Employees must provide a Physician’s statement for sick leave absences of three (3) consecutive work days, or more than six (6) separate sick leave occurrences during a one (1) year calendar period. Sick leave certified under FMLA leave will not count toward an occurrence.

- Section 20.7 Verification Approved Uses – Sick leave may be used for:
 - Section 20.71 Incapacitating illness of the employee;
 - Section 20.72 Contagious diseases; or
 - Section 20.73 Injury to the employee;

- Section 20.74 Pregnancy-related condition of the employee;
- Section 20.75 Medical, psychological, dental or optical appointments (not to exceed four (4) hours unless excused by written permission of appropriate practitioner indicating the treatment rendered requiring employee to take off longer period.)
- Section 20.76 Illness, injury or pregnancy (if spouse) related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member; and
- Section 20.77 Examination listed in subsection (e) subject to the same conditions for members of the employee's immediate family.
- Section 20.8 For purposes of this Article, the definition of immediate family will be limited to spouse, child, parent, brother or sister.
- Section 20.9 Reporting Requirement -- Employees are required to notify their immediate supervisor or other designated persons within thirty (30) minutes prior to their scheduled reporting time on the first day of absence unless emergency conditions or the absence of any personnel at the Service Department make such reporting impossible.
- Section 20.10 Conversion -- Employees taking retirement who are eligible under Public Employees Retirement System shall receive cash payments for up to seventy-five (75) days at full rate of pay and fifty (50) days at 50% of the employee's rate of pay, and balance of days at 25%.
- Section 20.11 Administrative Transfer to Vacation Leave -- Employees who remain absent on sick leave beyond the number of accrued hours of sick leave will have their continued absence charged to vacation leave unless they request otherwise.
- Section 20.12 When sick leave is used, it shall be deducted from the employee's credit on a basis of one (1) hour for every hour of absence from previously scheduled work.
- Section 20.13 Other Benefits -- In the event an employee receives Workers Compensation benefits from a third-party employer to offset lost Butler Township wages during the period of his illness or injury, sick leave benefits will only be paid in such amount as is necessary to supplement the worker's Compensation benefits upon to that amount that would have otherwise been earned at Butler Township had the employee not been off work due to the illness or injury.
- Section 20.14 Perfect Attendance -- Employee with perfect attendance (no absences for any reason except vacation, holidays or funeral leave) for a six (6) month rolling consecutive period shall earn on (1) paid PA (Personal Absence) day. For

purposes of computing the initial six (6) month period of perfect attendance, an employee shall be entitled to utilize consecutive perfect attendance which occurred prior to October 20, 1997.

Section 20.15 Transfer of Personnel and Modified Duty – In the event an employee is permitted to return to work from Sick or Injury leave on a restricted activity basis and work is available the Employer at its option may assign said employee to duties (Property; Records; Messenger; etc.) consistent with his capabilities for a period of thirty (30) days. Extensions of said time period shall be at the Employer's discretion.

Section 20.151 Said modified duty and payment received therefore shall be in lieu of lost earnings that could be received under Workers Compensation benefits but shall not be deemed too strict in any manner the employee's entitlement to coverage for medical expenses, nor prohibit the employee's entitlement to pursue future claims arising from said injury or illness.

Section 20.16 Absence days before/after holidays. The Township may require a physician's certificate if an employee is absent on the work day before or the work day after a holiday or vacation.

ARTICLE 21

Injury Leave

Section 21.1 Employees who are injured as a direct result of performing duties for the township in the scope of their employment in the service department shall qualify for injury leave. Injury leave will be considered non-pay status

Section 21.2 Use Of Injury Leave – An employee who qualifies for injury leave may use his accumulated sick leave days which shall be considered as compensation from the Employer for the time off work beginning when the employee is first absent from work and ending no later than when the employee actually receives Workers Compensation benefits or for twelve (12) weeks, whichever is earlier. The maximum amount of accumulated sick leave days that can be used must be exactly equal to the Workers Compensation benefits the employee is entitled to receive, however, only to the extent the employee has accumulated sick leave days. Employee use of accumulated sick leave days in this section is contingent upon the injured employee filing for benefits and having those benefits certified. If, for some reason, the Employer credits accumulated sick leave days to the employee and the Workers Compensation claim is not certified, the employee must reimburse the Employer for the amounts advance. In lieu of collecting Workers Compensation benefits, the Employer, at their sole discretion, may place the Employee on modified duty and/or wage continuation for the duration of the

injury leave. Any assigned modified duty shall be within the limits prescribed by the Employee's attending physician.

Section 21.21 The Employer may require proof of either the employee's filing for Workers Compensation or the Workers Compensation Bureau's certification of benefits prior to compensating the employee through the use of accumulated sick leave days off within ninety (90) days.

Section 21.3 Mandatory Sick Leave Rebanking - Butler Township will require that a separate and mandatory Sick Leave Rebanking Agreement be signed by the employee requiring the employee to buy back and rebank his accumulated sick leave days with the Township. Upon receipt of the first Workers compensation benefit check, the employee shall assign the check to Butler Township to buy-back and rebank the accumulated sick leave days used pursuant to this section. This provision is mandatory and no employee is allowed to use accumulated sick leave days without rebanking them upon receipt of the first benefits check.

Section 21.4 If the Employer has reasonable cause to believe that an employee is physically able to work, it may require the employee to submit to an examination to determine his physical capacity to return to work. The Employer shall bear the cost of such exam. The Employee shall advise the Employer monthly of his physical condition if off on Injury Leave.

Section 21.5 In the event an employee is anticipated to be on injury leave for a period of time in excess of three (3) month(s) (which can be shorter during periods of heavy departmental workload) the Employer and Union Steward shall meet to review manpower, scheduling and budgetary requirements and determine whether the hiring of temporary replacement(s) are warranted. Final decisions on hiring shall be made by the Board of Trustees.

Section 21.6 Upon request, an employee on injury leave will provide a Progress Report from his physician to the Employer at intervals of no less than thirty (30) days.

ARTICLE 22

Leaves of Absence

Section 22.1 Leave of Absence – The employer may grant a leave of absence without pay for period's greater than on (1) month and up to three (3) months to employees for personal reasons without loss of seniority. During this time, the worker will be in non-pay status. After the three month absence the Board of Trustees or its agents will determine the employee's status on a month to month basis.

Section 22.12 The granting of any leave of absence is subject to approval of the Employer. Except for emergencies employees will advise the Employer sixty (60) days prior

to commencement of the desired leave so that the various agency functions may proceed properly.

Section 22.2 Family and Medical Leave

Section 22.21 Full-time Employees who have been employed with the Township for a period of at least 12 consecutive months and have worked at least 1,250 hours to qualify under applicable federal law shall be granted family and/or medical leave of absence, without pay, in accordance with the provisions of the Family Medical Leave Act (FMLA) which entitles an eligible employee to a maximum of 12 workweeks of unpaid leave during any 12 month period for (a) the birth and subsequent care of the employee's child; (b) placement of a child with the employee for adoption or foster care; (c) care for the employee's spouse, son, daughter or parent suffering from a serious health condition; and/or (d) a serious health condition that makes the employee unable to perform the functions of the position of employment.

Section 22.22 The taking of such leave shall not result in the loss of any accrued employment benefits, health insurance coverage shall be maintained during the period of such leave.

Section 22.23 Paid leave taken by an employee for any of the reasons set forth in the above subsection (a) shall be included as part of the 12 week period of leave to which an employee is entitled under the FMLA.

Section 22.24 Written requests for this purpose must be submitted to the Employer in a timely manner. If at all possible the employee should attempt to give a thirty (30) day notice for planned leave such as birth of a child or medical procedure. Employees shall be required to follow the Township's guidelines as listed in the Policy and Procedure Manual.

Section 22.3 Court Appearances – The employee will be compensated as if they have regularly worked during their forty (40) hour week where an employee is summoned for appearance as a witness by a court or other adjudicatory body to testify in matters before said judicial or administrative body. This does not apply to personal lawsuits or domestic relations cases in which the employee is a party. Further, employees will be compensated for all time spent in active jury duty, if the employee turns over compensation received to the Township for said jury duty. For this section to apply, employees must be considered in an active pay status. All other court matters that require the employee's attendance must be taken as vacation leave if they are not covered by the aforementioned.

Section 22.4 Military Leave – An employee who enters military service and has re-employment rights under applicable federal and Regulations there under shall be considered on military leave of absence and shall retain and continue to accrue seniority during such leave of absence.

- Section 22.41 Returning service men and women shall have such re-employment or other rights as are guaranteed to them under any applicable state or federal law.
- Section 22.42 Upon entering military service, an employee shall receive all his accrued vacation and/or all other monetary benefits to which he is entitled with the last paycheck prior to entering service.
- Section 22.5 Bereavement Leave –Employer shall grant an employee who suffers a death in their family three (3) days of paid leave to attend the funeral, ceremony or memorial service. These days may be taken beginning from the date of notification of death. The employee will be paid their full day's straight time pay for each day lost from work. A member of the employee's family includes: spouse, child, father, mother, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, stepchild, stepmother, stepfather, stepbrother, stepsister, foster child, and domestic partner.
- Section 22.51 The Employer may require written evidence of Employee's attendance at the funeral.
- Section 22.52 The bereavement leave shall be granted for those days for which the employee is scheduled to work and must be within seven (7) calendar days of the death.
- Section 22.53 If additional time is needed to be taken, the employee shall be able to utilize any other leave that they may have.
- Section 22.6 Compensatory Time – Subject to all legal limitations the employees of the Butler Township Road Department may elect to take compensatory time in lieu of overtime pay for any overtime worked. Such compensatory time shall be granted at the rate of one and one-half (1-½) hours for each hour of overtime worked. The employee is permitted to take comp time at any time during the year. Further, employees are permitted to bank a maximum of one hundred twenty (120) hours of compensatory time on a rolling calendar. The use of comp time would require approval by the Service Supervisor or Director. By granting comp time, the employer reserves the right to have the employee using comp time be available for call in during emergencies that require the Road Department to provide its services. Employees who have accrued one hundred twenty (120) hours of compensatory time will automatically receive overtime pay for all hours of overtime over the one hundred twenty (120) hours limitation.

ARTICLE 23

Insurance

- Section 23.1 The Township will continue to provide insurance coverage for bargaining unit employees with the same coverage and benefits (medical, life, disability, etc.) as is provided to all non-represented township employees.
- Section 23.11 The benefits provided in this Agreement will be provided through group coverage selected by the Employer. If the Employer implements a cost share for medical or dental insurance, employees will not pay more than a five (5%) share increase per year, and a maximum share of ten (10%) percent during the period of this Agreement on a pre-tax basis.
- Section 23.12 If the coverage selected by the Employer has more than one cost tier, then the following would apply:
- Section 23.13 Each full-time employee who currently carries a plan other than single shall be offered an incentive to lower the cost of the health insurance monthly premium. For example, if an employee currently has a family plan and the spouse has the ability to obtain health insurance through their employer, then the Township will give an incentive for the employee to remove their spouse from the health insurance plan. The incentive will allow each employee who takes advantage of the plan to receive \$150 per month.
- Section 23.14 If the coverage selected by the Employer has more than one cost tier, each full-time employee who currently carries any plan and the spouse has the ability to obtain health insurance through their employer for the entire family, then the Township will give an incentive for the employee to remove them and their family from the health insurance plan. The incentive will allow each employee who takes advantage of the plan to receive \$250 per month.

ARTICLE 24

Health Care Committee

- Section 24.1 The parties agree to form a Health Care Committee (HCC) prior to renewal of the current health care coverage, which will meet at least twice annually to review any and all issues associated with the health care coverage, plan benefits and costs associated with health care. The union shall designate one (1) member to serve on the Health Care Committee.
- Section 24.11 The parties further agree that any and all issues regarding the formation and operation of the H.C.C. shall not be subject to the grievance process.

Section 24.12 Any and all recommendations from the H.C.C. shall be advisory and submitted to the Township Trustees for consideration.

ARTICLE 25

Emergency Snow Removal

Section 25.1 While the Employer shall retain the right to establish work schedules, it is agreed that employees who work twelve (12) consecutive hours shall be entitled, at his request, to an unpaid period of four (4) hours off duty prior to the commencement of additional work duties.

Section 25.11 Employer will reimburse employees for costs of meals for periods worked greater than eight (8) consecutive hours under this section.

Section 25.2 Safety – A Joint Safety Committee of two (2) representatives each from both the Union and the Township will meet and recommend safety procedures to be followed during snow removal. In addition, this committee shall meet periodically to address other safety issues and recommend to the trustees corrective action.

ARTICLE 26

Wages

Section 26.1 Wages during the term of this Agreement (except as modified by Article 26 –New Hires) shall be as set forth in Appendix A.

Section 26.2 Wage increases for the term of this contract shall be as follows:

Year	Wage increase
2011	5% increase
2012	4.75% increase
2013	5% increase

ARTICLE 27

New Hires

Section 27.1 Uniforms – The Township shall provide uniforms and personal protective equipment to each full-time employee upon hire and thereafter on a yearly basis. Uniforms are considered any item of property issued by the Township to an

Employee for official use. Unless specifically noted, some items may be used, if serviceable. The following is a list of uniform and personal protective equipment items that the Township shall supply:

1. Seven (7) pairs of long pants (jeans) replaced by January 1 of each year.
2. Seven (7) T- shirts replaced by April 1 of each year.
3. 2 zip-up type sweat shirts (safety type) replaced each year.
4. 1 winter coat with hood (safety type) and insulated bib overalls as needed.
5. Five (5) Pullover sweatshirts each year.
6. Five (5) pairs of shorts (jeans) replaced by April 1 of each year.

Section 27.11 In addition to the above safety clothing that is provided, the Township shall also provide steel toe work boots once a year, at a mutually agreed upon retailer, by January 1 with a Township payment of one hundred fifty dollars (\$150.00). Any cost above one hundred fifty (\$150.00) dollars shall be paid by the employee. Gloves will be replaced when worn out and rain gear as needed.

Section 27.2 The Service Supervisor/Director may recommend to the Administrator that a new Employee be appointed to a vacant position within the department above the entry level. A new Employee starting at above the entry level position will be expected to have the same knowledge and skill level of an Employee at that grade and seniority. In filling a vacant position above the entry level, the service director shall document their recommendation to the Township Administrator. An Employee starting at a rate above entry level shall serve a six (6) month probationary period and during the probationary period be paid at a rate which is ten percent (10%) below the level recommended by the Service Supervisor or Director.

ARTICLE 28

Effect of Laws/Severability

Section 28.1 This Agreement is subject to all existing or future federal and state laws, rules and regulations and shall be interpreted whenever possible so as to comply fully with such laws and with any judicial decision interpreting them. In the event that any provision of this Agreement is found to be contrary to law by a court or other authority having jurisdiction, it shall be void, but the remainder of the Agreement shall remain in effect.

Section 28.2 The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable place and time to discuss alternative language on the same subject matter.

ARTICLE 29

Entire Agreement and Past Practice

Section 29.1 This Agreement represents the entire agreement between the parties and may not be modified except in writing signed by both parties hereto. In the event it is helpful to refer to past practice of the parties to assist in the interpretation of any ambiguity herein, it is mutually agreed that reference can be made to practices which may have occurred prior to the date of certification of the Union as the employees' bargaining representative.

ARTICLE 30

Non-Discrimination

Section 30.1 All Parties to Abide by Applicable Laws – The Employer, the Union and each employee will cooperate fully to abide by all applicable laws and regulations prohibiting discrimination on account of race, nationality, handicap, creed, sex, military service or age. The provisions of this Agreement shall in every case be interpreted so as not to conflict with such laws and regulations.

Section 30.2 No Interference of Coercion by Either – There shall be no discrimination, interference, restraint or coercion by the Employer against any employee because of membership in the Union; and the Union agrees not to intimidate, interfere with or coerce non-union employees of the Employer.

ARTICLE 31

Duration

This Agreement shall be effective from February 13, 2012 through 11:59 p.m., February 12, 2015. If a new Agreement has not been entered into prior to that time, this Agreement shall continue in effect thereafter, until replaced or until notice of not less than sixty (60) calendar days is given by either party to other in writing.

Signed at the office of Butler Township Trustees, this 13th day of February, 2012.

BUTLER TOWNSHIP BOARD OF TRUSTEES

BY:

Kimberly A. Lapensee
Township Administrator

Teamsters Local Union No. 957 General Truck
Drivers, Warehousemen, Helpers, Sales and
Service, and Casino Employees

BY: Varney Richmond 2-14-2012
Varney Richmond, President

Bill Mills 2-14-2012
Bill Mills, Business Representative, Local 957

Chris Hildebrand
Chris Hildebrand, Steward

Appendix "A"
Butler Township Service Department
Wage Rates

SW-1	0%	0%	0%
Step	<u>02/2012</u>	<u>02/2013</u>	<u>02/2014</u>
Hire	12.30	12.70	13.08
1 Year	12.67	13.08	13.47
2 Year	13.05	13.47	13.87
3 Year	13.44	13.88	14.29
4 Year	13.84	14.29	14.71
5 Year	14.26	14.72	15.16

SW-2	5%	4.75%	5%
Step	<u>02/2012</u>	<u>02/2013</u>	<u>02/2014</u>
Hire	17.45	18.28	19.19
1 Year	18.07	18.93	19.88
2 Year	18.70	19.59	20.57
3 Year	19.36	20.28	21.29
4 Year	20.23	21.19	22.25
5 Year	20.75	21.74	22.83

GL	5%	4.75%	5%
Step	<u>02/2012</u>	<u>02/2013</u>	<u>02/2014</u>
Hire	20.94	21.93	23.03
Step 1	21.67	22.70	23.84
Step 2	22.43	23.50	24.68
Step 3	23.22	24.32	25.54
Step 4	24.03	25.17	26.43
Step 5	24.86	26.04	27.34

SGL	5%	0%	0%
Step	<u>02/2012</u>	<u>02/2013</u>	<u>02/2014</u>
Hire	22.68	22.68	22.68
Step 1	23.47	23.47	23.47
Step 2	24.30	24.30	24.30
Step 3	25.15	25.15	25.15
Step 4	26.03	26.03	26.03
Step 5	26.94	26.94	26.94

1. PERS Pick-up. In addition to the above listed hourly rate, the Employer will contribute toward the employee portion of PERS in the following manner:
 - (a) In 2012, the Township will contribute 7% of the employee contribution.

- (b) In 2013, the Township will contribute 3.5% of the employee contribution.
- (c) In 2014, the Township will contribute 0% of the employee contribution.

2. Longevity. Employees will receive an annual lump sum payment as listed below on the chart. This payment will be paid each calendar year in December.

0 to 4 years	5 to 9 years	10 to 14 years	15 to 19 years	20 to 24 years	25 to 29 years	30 plus years
\$100	\$200	\$300	\$400	\$500	\$600	\$700