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STATE EMPLOYMENT  
RELATIONS BOARD

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**AGREEMENT**

Between

**BRIMFIELD TOWNSHIP BOARD OF TRUSTEES**

and

**FREIGHT DRIVERS, DOCKWORKERS AND HELPERS UNION**

**LOCAL NO. 24, IBT**

**January 1, 2012 - December 31, 2014**

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## **Article 1 Purpose**

**Section 1.** This Contract sets forth a complete Agreement between Brimfield Township (hereinafter referred to as the "Township") and Freight Drivers, Dockworkers and Helpers Union, Local 24, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "union"), which represents employees as specified herein. Specifically, the Agreement addresses all matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties.

**Section 2.** The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of this contract is to provide a fair and reasonable method of enabling employees covered by this contract to participate, through Union representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties. This contract shall comply with the Laws of the United States, the State of Ohio, and all applicable governmental administrative rules and regulations which have the effect of Law.

## **Article 2 Management Rights**

**Section 1.** Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

1. hire and transfer employees; and to discharge, suspend and discipline employees for just cause;
2. determine the number of persons required to be employed, laid off, or discharged;
3. determine the qualifications of employees covered by the Agreement;
4. determine the starting and quitting time and the number of hours to be worked by its employees;
5. make any and all reasonable rules and regulations;
6. determine the work assignments of its employees;
7. determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement.
8. determine the type of equipment used and the sequence of work processes;
9. determine the making of technological alterations by revising either process or equipment; or both;
10. determine work standards and the quality and quantity of work to be produced;
11. select and locate buildings and other facilities.

## **Article 3 Recognition**

**Section 1.** The Township recognizes Local 24 as the sole and exclusive representative for those employees of the Township in the bargaining unit, for the purpose of establishing rates of pay, wages, hours and other conditions of employment. Whenever used in this Agreement, the term "Bargaining Unit" shall be deemed to include those full-time employees in the following positions:

- A. Crew Leader
- B. Equipment Operator
- C. Driver
- D. Laborer

**Section 2.** All positions and classifications not specifically established herein as being included in the aforementioned bargaining unit shall be excluded from said bargaining unit, including the position of Road Superintendent or Road Supervisor; and any other employees of Brimfield Township.

Though not originally certified by the SERB, the parties have mutually agreed to include part-time road department employees in the bargaining unit, and have mutually agreed that the part-time employees' duties are outlined in Article 29 of this agreement.

**Section 3.** If a new position is created within the Department, the Township shall determine whether the new position will be included, or excluded from the bargaining unit. If Local 24 disputes the Township's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement. If the parties agree on the determination, the position(s) shall be implemented as agreed by the Township and Local 24. If the parties do not agree, the parties shall jointly submit a request for determination to the State Employment Relations Board.

#### **Article 4**

#### **Union Representation/Shop Stewards**

**Section 1.** A Union representative shall be admitted to the Township's facilities during working hours upon 24 hour advance notice to the Township Administrator or his designee, except in cases where an emergency exists. Such visitation shall be to participate in the adjustment of grievances, or to attend other meetings as provided herein. Such visitation shall be conducted so as not to interfere with the Township's operational needs and work requirements.

**Section 2. Shop Stewards** The Township recognizes the right of the Union to designate Shop Stewards and Alternates. The authority of Shop Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- B. The collection of dues when authorized by appropriate Local Union action;
- C. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.

**Section 3.** Stewards shall be granted eight (8) hours of paid time for Union business upon execution of this Agreement and eight (8) hours of paid time for each three (3) month period thereafter. Said Union time may be used for collective bargaining and/or to attend Union meetings and educational functions and/or to investigate and process grievances. Union time shall be cumulative to a maximum of sixteen (16) hours.

**Section 4.** At the written request of the Union, a leave of absence without pay may be granted to an Employee selected to attend a Union convention or perform any other function on behalf of the

Union. A written request for leave must be made at least two (2) days prior to the date of such leave. A written notice of response for approval or denial of said leave and the reason for any denial will be given to the employee within one day of the receipt of the request by employer. No reasonable request will be denied, however, unpaid union leave shall not be granted if the absences would place undo hardship on the Road department. No such leave shall exceed ten (10) days. A maximum of one (1) employee shall be granted Union leave at the same time.

## **Article 5 Non-Discrimination**

**Section 1.** The Employer and the Union agree not to unlawfully discriminate against any individual with respect to hiring, compensation, terms, or conditions of employment because of such individual's race, color, religion, sex, national origin, or age, nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, or age.

**Section 2.** The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of any employee's lawful activities and/or support of the Union, or because the employee does not support the Union or participate in Union activities.

**Section 3.** The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

## **Article 6 Dues Deduction**

**Section 1.** The Township will deduct Union dues (or a fair share fee) monthly from the paychecks of employees who have written dues deduction authorizations on file with the Township Clerk. Dues or fees deducted shall be sent to the Union, along with a statement listing amounts deducted for each employee. Written dues deduction authorizations shall be revocable by the employee. A check in the amount of total dues withheld shall be tendered to the Union within thirty (30) days from the date of the deduction, barring any unusual circumstances. An alphabetical list of employees for whom deductions have been made, indicating the amount of the deduction, shall be transmitted to the Union with the deductions. Upon receipt of the deductions, the Union shall accept full responsibility for the funds. In event an employee's first month pay is insufficient for deduction, the Township will make a double deduction from the pay earned in the first pay period of the following month, or if this is insufficient, a subsequent period. The Union will indemnify and hold the Township harmless from any action growing out of the deductions made by the Township hereunder.

## **Article 7 Fair Share**

**Section 1.** For the purpose of this Article "eligible employees" are bargaining unit employees on the payroll for more than thirty (30) days, who have not claimed a religious exemption from the requirement to contribute to the labor organization. All eligible employees shall either become

Union members or pay a fair share fee to the Union.

## **Article 8 No Strike / No Lockout**

**Section 1.** The Union recognizes that the Employer, through the Road Department, is responsible for and engaged in essential public services. Thus, the Union agrees there shall be no work interruptions, slowdowns, strikes, picket lines or sympathy strikes at any time. In the event of unauthorized interruptions, the Union agrees that it shall join the Employer in requiring its members to return to work immediately.

**Section 2.** The Employer agrees that there shall be no lockout of bargaining unit employees during the term of this Agreement, unless those employees violate Section 1 of this Article.

**Section 3.** Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

**Section 4.** The Union does hereby affirm and agree that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or other concerted interference with or the withholding of services from the Employer.

**Section 5.** It is further agreed that any violation of this Article shall be automatic and sufficient grounds for immediate discharge or other disciplinary action as determined exclusively by the Employer, without the employee having recourse to any grievance or appeal procedure.

## **Article 9 Probationary Period**

**Section 1.** New full-time hourly employees shall be considered to be on probation for a period of ninety (90) days. The Employer shall have sole discretion to discipline or discharge such probationary employees, and such actions during this period are not subject to the grievance procedure.

## **Article 10 Seniority**

**Section 1.** Road Department seniority shall be defined as an employee's length of service while working full time in the Road Department. Road Department seniority shall be used for purposes of job bidding, overtime, emergency call-out, layoff and recall. The employee shall receive credit for all time spent on the Township's payroll in the Road Department.

**Section 2.** Township employment seniority shall be defined as an employee's continuous length of service, effective from his date of hire. Township employment seniority would be applied for the purpose of accruing such benefits as: vacation, longevity, and accrued sick leave. Township employment seniority shall be terminated when an employee:

- A. quits or resigns;

- B. is discharged for just cause;
- C. is laid off for a period of more than twelve (12) consecutive months;
- D. is absent without leave for five (5) consecutive working days;
- E. fails to report for work when recalled from layoff within ten (10) consecutive working days from the date on which the Township sends the employee notice, by certified mail that he has been recalled from layoff unless a satisfactory excuse is shown;
- F. fails to return to work on expiration of a leave of absence.

**Section 3.** The Township will provide the Union with a list of all employees in the bargaining unit listing name, job classification, date of hire, and the date of classification whenever the Township terminates, hires, lay-off, recalls, transfers and in cases of retirement of Road Department employees.

**Section 4.** When two or more employees become employed by the Township in the Road Department on the same date, the most senior shall be determined by the flip of a coin or the drawing of lots.

## **Article 11 Grievance Procedure**

**Section 1.** Every employee covered by this Agreement, shall have the right to present his grievance in accordance with the procedures contained herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a steward and/or local union representative at all steps of this Grievance Procedure. It is the intent and purpose of the parties to this agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

**Section 2.** "DAY" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, and Holidays, as defined within this agreement.

**Section 3.** The following procedures shall apply to the administration of all grievances filed under this procedure.

(A) Except at Step 1, all grievances shall include:

1. The name and position of the Grievant;
2. The identity of the provisions of this Agreement involved in the grievance;
3. The Time and place where the alleged events or conditions constituting the grievance took place;
4. The identity of the party responsible for causing said grievance, if known to the grievant; and,
5. A general statement of the nature of the grievance and the redress sought by the grievant.

(B) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative.

(C) If a grievance affects a group employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.

(D) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Township Administration, and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the Grievant and shall in all respects be final, said adjustment shall not create a precedent or ruling binding upon the Employer or the Union in future proceedings.

**Section 1.** All grievances shall be administered in accordance with the following steps of the grievance procedure:

**STEP 1:** An employee who believes he may have a grievance shall notify the Road Supervisor of the possible grievance within ten (10) days of the occurrence of the facts giving rise to the grievance. The Road Supervisor will schedule an informal meeting with the employee and his steward within ten (10) days of the date of the notice by the employee/grievant. The Road Supervisor and the grievant, along with the grievant's steward, will discuss the issues in dispute with the objective of resolving the matter.

**Step 2:** If the dispute is not resolved informally at STEP 1, it shall be reduced to writing by the grievant and/or his steward, and presented to the Road Supervisor as a grievance to the Road Supervisor within ten (10) days of the informal meeting or notification of the Road Supervisor's decision at STEP 1. The Road Supervisor shall give his answer to the grievant, with a copy to the grievant's steward, within ten (10) days of the receipt of the written grievance.

**Step 3 - TRUSTEE LIASON TO THE ROAD DEPARTMENT:** If the grievance is not resolved with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Trustee Liaison to the Road Department within ten (10) days from the date of the rendering of the Step 2 decision. Copies of the written decision shall be submitted with the appeal. The Trustee Liaison to the Road Department shall convene a hearing within (10) days of the receipt of the appeal. The hearing shall be held with the grievant, a Local 24 representative and any other party necessary to provide the required information for the rendering of a proper decision. The Trustee Liaison to the Road Department shall issue a written decision to the grievant and Local 24 representative within fifteen (15) days from the date of the hearing. If the grievance is not resolved at the conclusion of this step, the grievance may proceed to Arbitration, pursuant to the Arbitration Procedure herein contained.

## **Article 12**

### **Arbitration Procedure**

**Section 1.** In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by a time default of the Employer or the Union, then within thirty (30) days after the rendering of the decision at STEP 3 or a time default by the Employer, the Union may submit the grievance to arbitration.

**Section 2.** The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of the Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In cases of discharge or suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date giving rise to the grievance.

**Section 3.** 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. If the issue of arbitrability is raised by either party, the arbitrator shall hear all evidence to support the question of arbitrability, and the arbitrator shall determine if the grievance is arbitrable before hearing the alleged grievance on its merits. If the arbitrator rules that the grievance is arbitrable, the grievance shall be heard on its merits by the same arbitrator.

**Section 4.** The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

**Section 5.** The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

**Section 6.** An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate of pay for all hours during which his attendance is required by either parties. Any request made by either party for the attendance of witnesses shall be made in good faith.

**Section 7.** The arbitrator's decision and award will be in writing and delivered to the parties, within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding on the parties.

**Section 8.** There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be (1) John Murphy; (2) Marvin Feldman; (3) James Feree; (4) Robert G. Stein; (5) James Mancini; (6) Anna DuVal Smith; and (7) Harry Graham.

The first arbitration hearing shall be conducted by the first arbitrator on this list. The next arbitration hearing shall be heard by the second arbitrator on the list, and the process shall continue in this order through the list, and then back to the beginning of the list.

## **Article 13 Layoff and Recall**

**Section 1.** Whenever it is necessary to reduce the working force of the Township either for lack of work, lack of funds, employees shall be laid off based upon seniority within the affected classification within their division in the following order:

- a.) All part-time employees, least senior first and so on, before any full-time employee is laid off;
- b.) Regular full-time employees, least senior first and so on.

**Section 2.** Regular full-time employees shall be given a minimum of fourteen (14) calendar days advance written notice of layoff indicating the circumstances which make the layoff necessary.

**Section 3.** In the event an employee is laid off, he shall receive payment for earned but unused vacation as quickly as possible, but not later than fourteen (14) days after layoff.

**Section 4.** After any bargaining unit employee is given notice of layoff under the above paragraph, the Township and the Union will meet within the fourteen (14) day notification period for the purpose of attempting to find an available job, which the affected employee may be qualified to perform. If any such job is available, the employee will be given consideration for the open position. The Union shall receive a copy of all such layoff notices.

**Section 5.** Employees shall be recalled in the reverse order of layoff. An employee on layoff will be given three (3) working days notice of recall from the date on which the Township sends the recall notice to the employee by certified mail to his last known address (as shown on the Township's records). A laid off employee will be recalled to his legal position with full rights in the event that this position becomes available within one (1) year after his layoff date.

## **Article 14 Hours of Work and Overtime**

**Section 1.** The guaranteed work week shall be forty (40) hours scheduled between Monday and Friday of each week (with the week commencing on Sunday). The normal work day will be an eight (8) hour day and shall include a thirty-minute paid lunch and shall also include two (2) fifteen minute paid breaks. The normal work day will start at 7:00 AM each day. Changes in the normal starting time will be made only by mutual agreement between the Employer and Local #24.

Beginning November 1 and through to the following March 30<sup>th</sup>, the Township can change the start of the work day, but only after meeting with Local #24 to determine the agreed upon starting time, and the number of employees to be scheduled at the new start time. If the parties agree to change the starting time during this time period, no less than seventy-two (72) hours advanced notice must be given before the change can take place.

**Section 2.** All bargaining unit employees shall receive time and one-half (1 - 1/2) their regular rate of pay for all hours worked (including paid leave hours such as vacation, sick, personal and holiday leave) in excess of forty (40) in one (1) work week. Overtime will be offered to qualified employees in line of seniority with the most senior qualified employee being offered first.

**Section 3.** All bargaining unit employees shall receive 1.5 times their regular rate of pay for all hours actually worked on Holidays, as defined within this agreement.

**Section 4.** The employees may elect to receive and the Township agrees to pay Compensatory Time at the rate of time and one-half (1-1/2) their regular hourly rate. All compensatory time must be used by October 31 of each calendar year. All compensatory time remaining at the end of October 31 of each calendar year, shall be paid in cash the next pay period. **The Director of Public Works must approve the use of Compensatory Time at least 48 hours in advance of such time off, unless the employee establishes in writing an emergency warranting less notice. Compensatory Time may be taken in one half (1/2) hour to one week increments.**

**Section 5.** The parties agree to discuss the implementation of a ten (10) hour work day, in lieu of the normal work day defined in Section 1 above. If the parties agree to a ten (10) hour work day, the following shall apply:

1. A thirty (30) day advance notice will be given to all employees prior to the new change, unless the parties mutually agree to a different advance notice time.
2. The guaranteed work week shall be forty (40) hours scheduled between Monday and Friday of each week (with the week commencing on Sunday).
3. The ten (10) hour work day will commence at 6:00 AM
4. The ten (10) hour work day will include a forty-five (45) minute paid lunch and two (2) fifteen (15) minute paid breaks, scheduled in a manner not to interfere with the normal operations of the Road Department.
5. Full-time bargaining unit members will use their seniority to select the off-duty day of their choosing, scheduled between Monday and Friday of each work week. The Employer reserves the right to limit the number of employees off under this section.

If the parties agree to change the length of the work day, as specified in this section, the change shall take place during "daylight savings time"

**Section 6.** During all holiday weeks (a week when a holiday occurs), the employees will work a four (4) day, eight (8) hour/day work schedule.

## **Article 15** **Report-in Pay/Call-in Pay**

**Section 1.** An employee who is called into work at a time when he is not regularly scheduled to report shall receive a minimum of three (3) hours pay.

**Section 2.** It is understood that any holdover time worked immediately following the regular work shift, shall not be eligible for the minimum as provided in Section 1 above.

**Section 3.** For the purposes of this agreement, "Holdover Time" is defined as time that an employee is held over his regular shift. Holdover time will be rounded up to the next one-half (1/2) hour, at time and one-half times the regular rate of pay.

## **Article 16 Vacations**

**Section 1.** Vacation leave for Township employees is governed by the Ohio Revised Code, Section 325.19. Therefore, all employees must work for one full year before any vacation leave is granted.

**Section 2.** Vacation leave is based on hours earned for hours scheduled. The schedule listed herein covers those scheduled eighty (80) hours bi-weekly. Full time employees working a schedule less than eighty (80) hours will accrue vacation leave on a prorated basis.

- A. One year to eight years of service – 3.1 hours each bi-weekly pay period;
- B. Eight years to fifteen years of service – 4.6 hours each bi-weekly pay period;
- C. Fifteen years to twenty-five years of service – 6.2 hours each bi-weekly pay period;
- D. Twenty-five or more years of service – 7.2 hours each bi-weekly pay period.

**Section 3.** It should be noted that vacation leave must be taken by the employee during the year in which it is accrued. Carry overs will be left up to the employees discretion. The carry over may be for up to one-half (1/2) of accrued time and must be taken during the following year.

**Section 4.** Days specified as holidays shall not be charged to an employee's vacation leave. Vacation entitlement is provided for full time employees. If an employee terminates employment after more than one year of service, he or she is entitled to payment for all earned but unused vacation.

**Section 5.** Vacation leave is taken with the approval of the supervisor. A written request must be submitted at least seven (7) days in advance of the vacation period. The Supervisor shall respond to the written request for vacation within twenty-four (24) hours of the receipt of such request. If the Supervisor fails to respond within twenty-four (24) hours, the employee shall proceed with his vacation leave as requested.

Should some emergency situation exist, a bargaining unit employee may contact the Road Supervisor and request use of vacation time with no advance notice required for such notification. These emergency requests shall be granted upon approval and shall not be used for less than 1/2 day of accrued vacation time.

## **Article 17 Holidays**

**Section 1.** All Road Department employees will be granted the following paid holidays. It is understood that if a holiday falls on Saturday, it will be observed on Friday. If a holiday falls on Sunday, it will be observed on Monday.

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Section 2.** In order to be eligible for holiday pay, the employee must actually work the last scheduled workday prior to and immediately after the holiday, unless specifically excused because of a previously scheduled vacation or excused by a physician's statement.

**Section 3.** Employees called into work on one (1) of the following four (4) holidays, shall be paid double time (2 times) for all actual hours worked on the holiday:

New Years Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

#### **Article 18 Personal Days**

**Section 1.** Each full time bargaining unit employee shall receive four (4) personal days yearly. The personal days can be used in one-half (1/2) day increments.

**Section 2.** A request for use of a personal day must be submitted to the Road Department Supervisor at least seventy-two (72) hours prior to the intended day of use.

**Section 3.** The Road Department Supervisor will not arbitrarily deny the employee's request for a personal day, but will take into account the normal operational requirements of the Road Department before granting approval. Approval or denial shall be given to the employee within twenty-four (24) hours of the employee's request for a personal day.

**Section 4.** Unused personal days cannot be carried over to the next will and will be forfeited if not used in the calendar year allocated.

#### **Article 19 Sick Leave**

**Section 1.** A bargaining unit employee accrues sick leave time at the rate of 4.6 hours per eighty (80) hours of active pay status. There will be no accumulation for overtime hours. Only those hours already accrued can be requested for authorized paid absences. An employee will be charged sick leave only for the days the employee is absent and on days which the employee would otherwise have been scheduled to work. Sick leave payment will not exceed the normal scheduled work day or work week earnings, or a maximum of eighty (80) hours per pay period.

**Section 2.** Accrued sick leave may be taken for absences due to illness or injury to the employee or a member of his or her immediate family. In cases of a member of the immediate family not

living in the employee's household, the sick leave may be credited.

**Section 3.** An employee may also use sick leave when there is a death of a member of the immediate family limited to five (5) days); or if a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee or when, through exposure to a contagious disease, the employee's presence on the job would jeopardize the health of others. Accrued sick leave may also be used for absences due to pregnancy and/or childbirth, and medical, dental or optical examinations or treatment of an employee or a member of the immediate family.

**Section 4.** Definition of the immediate family is as follows: spouse, child, father, mother, sister, brother, grandparents, grandchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, or legal guardian.

**Section 5.** The supervisor must be notified as soon as possible whenever an employee cannot work. Unexcused absence or failure to give proper notification may result in the absence being charged to leave without pay (LWOP) and may also be cause for correction action.

**Section 6.** An employee using sick leave for four (4) consecutive work days may be required to furnish a Physician's report to be eligible for paid sick leave.

**Section 7.** Upon retiring from active Township service after ten (10) or more years with the Township, an employee who is paid directly by warrant, may elect to be paid in cash for one-half (50%) or 120 days, whichever is greater of unused leave. This payment will be based upon the employee's rate of pay at the time of retirement. Upon accepting such payment, all sick leave credit accrued up to that time will be eliminated. At no time may employees contemplating retirement extend the effective date of their retirement by using accrued sick leave.

## **Article 20 Leave of Absence**

**Section 1.** All leaves of absence without pay and any extension thereof must be applied for in writing to the Township Clerk on forms supplied by the Township, at least thirty (30) working days prior to the proposed commencement of the leave, except in serious and unusual circumstances. Notification of the approval or denial of their requested leave shall be given to the employee in writing within fifteen (15) working days after the submission of the request. Any denial of the requested leave of absence will include the reason for the denial.

**Section 2.** An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the Township.

**Section 3.** If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the Township shall cancel the leave and direct the employee to return to work. Appropriate disciplinary action may be taken after a review of the circumstances.

**Section 4.** An Employee who fails to work at the expiration or cancellation of a leave of absence, or who fails to secure an extension thereof, shall be deemed to be without leave.

**Section 5.** The Union and the Employer will comply with Federal Law as it relates to the Family

Medical Leave Act.

**Article 21  
Court Leave**

**Section 1.** An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury service or witness service, and will be compensated for the difference between his regular pay and jury duty pay or witness pay for work absences necessarily caused by the jury duty or witness duty. To be eligible for jury duty pay or witness pay, an employee shall turn in to the Employer a jury pay voucher or witness pay voucher showing the period of jury service and the amount of jury pay or witness pay received.

**Article 22  
Military Leave**

**Section 1.** Employees shall be entitled to military leaves as and to the extent required by federal and Ohio law.

**Article 23  
Personnel Files**

**Section 1.** The employment records of each employee shall be open to the inspection of the employee upon reasonable advance request to the Employer or his designee. If an employee is involved in a grievance regarding a matter relevant to information contained in the employee's personnel file, the affected employee's Union Representative will be granted access to his personnel file upon written authorization from the employee and upon reasonable request made to the Employer.

**Section 2.** Each employee shall be provided a copy of any disciplinary action prior to being placed in the personnel file. Upon written request of an employee to the Employer, verbal and written reprimands and suspensions will be removed from the employee's personnel file after one (1) year provided there are no same or similar disciplinary actions during such period of time.

**Section 3.** Employees shall be entitled to copy all material contained within their personnel files upon reasonable advance request to the Employer.

**Article 24  
Bulletin Board**

**Section 1.** The Township shall provide the Union with a bulletin board at a mutually selected location.

A. No notice or other writing may contain anything political or critical of the Township or any other Township Official or any other institution or any employee or other person.

B. All notices or other materials posted on the bulletin board must be signed by the President of the Union or an official representative of the Union.

**Article 25  
Longevity**

**Section 1.** All full-time employees shall be entitled to longevity payments based upon years of total township service. The following is an annual schedule of those payments. The applicable sum will be divided by the number of pay periods within the year and shall be in the employee's regular paycheck.

**Years of completed service**

3 to 7 years	\$ 900.00
8 to 11 years	\$ 1,400.00
12 to 16 years	\$ 1,550.00
17 or more years	\$ 1,800.00

**Article 26  
Safety and Health**

**Section 1.** As provided in Ohio Revised Code, Section 4167.04, the Township will furnish employees with a place of employment free from recognized hazards that are causing or are likely to cause death or serious physical harm to the employees, provided that the Township need not take any action which would cause it undue hardship unless required to prevent imminent danger of death or serious harm to the employee.

**Section 2.** The Township and employees shall comply with Ohio employment risk reduction standards, rules, and orders adopted pursuant to Ohio Revised Code, Chapter 4167.

**Section 3.** As provided in Ohio Revised Code, Section 4167.06, an employee acting in good faith has the right to refuse to work under conditions the he/she reasonably believes present an imminent danger of death or serious harm to him/her, provided that such conditions are not such as normally exist for or reasonably might be expected to occur in his/her occupation. The Township shall not discriminate against an employee for a good faith refusal to perform assigned tasks if the employee has requested the Township to correct the hazardous conditions but the conditions remain uncorrected, there was insufficient time to correct the conditions by enforcement methods available under Chapter 4167, and a reasonable person under the circumstances would conclude that the conditions caused an imminent danger of death or serious harm to the employee. The Township may discipline an employee who refuses to perform assigned tasks but fails to meet these conditions for refusing to work.

**Section 4.** The employer will provide any protective devices and other equipment required to perform the assigned work.

**Section 5.** In circumstances where an employee and his supervisor disagree on whether a working condition is safe, the employee shall have the right to contact a member of the Board of Trustees for immediate review of the working condition.

## **Article 27 Discipline**

**Section 1.** No non-probationary employee shall be disciplined except for just cause.

**Section 2.** Discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's policy. Verbal and written reprimands are not grievable, however, the employee may comment on the reprimand prior to it being placed in the personnel file. The employer shall initiate any disciplinary action within 30 days of knowledge of the violation. The employee shall have thirty (30) days from the date of issuance to comment.

Progressive steps to be taken to adequately administer discipline include the following:

- A. If the employee is in violation of the Township rules, the supervisor shall first warn the employee verbally and suggest ways to improve the situation.
- B. If the condition continues to exist, the employee shall then receive a written explanation of the situation along with corrective actions to be taken.
- C. If the condition continues to exist, the employee shall be given up to thirty (30) days off. This also shall be in writing and must be filed in the employee's personnel file.
- D. If the condition continues to exist, then the employee shall be given up to thirty (30) days off. This also shall be in writing and filed in the employee's personnel file. The action in Step A. may be written. All other steps must be in writing.
- E. If the employee continues the violation, he or she shall be disciplined up to discharge. The employee shall be notified of the discipline with the reasons for the action provided in writing.
- F. The right of dismissal remains the sole prerogative of the Board of Trustees, and this procedure may be accelerated depending on the gravity of the offense.

Violation of established rules of the employer's policy shall be cause for disciplinary action. The Township shall follow the steps of progressive action as outlined in this Article. Except that the procedure may be accelerated and the one year limit on consideration shall not apply and the disciplinary record will remain in the employee's file for seven (7) years from the date of the offense in the event an employee is proven guilty of theft, drugs or alcohol abuse which shall be verified by an alcohol or drug test. Possession of controlled substances and/or drugs while on duty, physical assault while on duty, failure to follow a direct work order, falsification of township records, sexual harassment, age or religious discrimination or similar offense in violation of federal E.E.O.C. guidelines, vandalism or intentional destruction of Township property.

**Section 3.** Any employee who has been accused of misconduct or a violation of the departmental and/or Township rules and regulations and such accusations are the basis of an investigation by the Department, shall have a written statement of the accusations made against him, including the name of the individual bringing the charges.

**Section 4.** Whenever the Employer or his designee charges an employee with a violation of department or township rules, investigatory conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. This conference shall be scheduled during the employee's regular work hours.

**Section 5.** Not less than twenty-four (24) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which may be the basis of disciplinary action. The employee must choose to:

- a. Appear at the conference to present an oral or written statement in his/her defense;
- b. Appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or
- a. Elect in writing to waive the opportunity to have a investigatory conference.

At the investigatory conference, the Employer may require the employee to respond to the allegations of misconduct which were outlined to the employee. The investigatory conference will be conducted by a designee of the Township.

If necessary the employee or his representative will be granted a reasonable period of time to gather and present at a subsequent meeting any testimony, witness, or documents before final disciplinary action is issued.

**Section 6.** Appeals of discipline, i.e. time off suspension or (except for probationary employees) shall only be appealed through the grievance procedure contained in this Agreement.

**Section 7.** The Employer agrees that all disciplinary procedures shall be carried out in a business-like manner.

**Section 8.** The Township shall not consider, as a basis of progressive discipline, any reprimand, suspension, or other disciplinary action which occurred more than one year prior.

## **Article 28**

### **Drug Free Workplace and Appendix A**

#### **Consortium Agreement between Robinson Health Affiliates, Inc. and Brimfield Township**

**Section 1.** Employees with a Commercial Driver's License (CDL) shall be subject to the Township's Alcohol and Controlled substances Testing Policy, which conforms to Department of Transportation regulations. In addition, all employees are subject to the provisions of this Article.

**Section 2.** The term "illegal drug usage" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

**Section 3.** Employees may be tested for illegal drug usage where there is reasonable grounds to believe that the employee to be tested is abusing illegal drugs as objectively found by at least one (1) qualified Employer representative.

**Section 4.** Provided the Employer has reasonable cause to believe that the employee to be tested

is abusing illegal drugs, an employee refusing to submit to testing shall be subject to discipline up to including discharge.

**Section 5.** The Employer shall encourage and refer the employee to participate in drug counseling, employee assistance, rehabilitation and other drug and alcohol abuse treatment programs. Employees who have tested “positive” under these procedures may accept a referral to such a Program.

**Section 6.** Employees who test positive under this Article will be removed from service of the employer without pay until such time he successfully completes a program of evaluation and/or rehabilitation as prescribed by a substance abuse professional (S.A.P.). Full disclosure of S.A.P. records must be released to the employer for verification of treatments prescribed and completion of same. Any cost of evaluation and/or rehabilitation over and above that paid for by the applicable Health and Welfare Fund, must be borne by the employee. At the completion of the evaluation/rehabilitation, the employee shall re-instated but may be forced to serve an additional suspension at the discretion of the employer for up to a total of 60 days from the date of the original positive test. The employee must continue to attend treatment and/or follow meetings as prescribed by the S.A.P. and provide proof of attendance to the employer. Failure to do so will be just cause for immediate discharge. Employees may exercise the evaluation/rehabilitation option only once in their lifetime. Future positive test results may result in immediate discharge at the discretion of the employer. In addition, to the above employees who test positive under this Article shall be subject to as many as six (6) unannounced follow-up urine tests in the first year as determined by the employer. If at any time the employee tests positive or refuses to submit to a test, the employee shall be subject to discharge.

**Section 7.** Any discipline or adverse action imposed by the Employer as a result of this drug and alcohol program, including the results of chemical testing, shall be subject to the grievance and arbitration procedures as provided in the collective bargaining agreement.

**Section 8.** The Employer shall pay for the first two (2) tests. Additional tests of the original specimen desired by the employee shall be at his or her own expense, and done at the lab of his/her choice other than the one used by the Employer.

**Section 9.** Employee confidentiality shall be maintained.

**Section 10.** The Union will comply with the procedures set forth by the consortium with the Robinson Health Affiliates. Appendix A.

## **Article 29 Bargaining Unit Work/Assignments**

**Section 1.** Any employee who is temporarily assigned to a job classification with a rate of pay lower than the rate of pay he is regularly paid, shall receive his regular rate of pay for all time worked in such position.

**Section 2.** The parties agree that a non-bargaining unit supervisor may be hired. The superior will be permitted to perform bargaining unit work. However, the supervisor will only perform such work when all three bargaining unit employees are working or have been

offered work (this includes overtime). The supervisor may not perform bargaining unit work with employee(s) on layoff. The employer also agrees that the bargaining unit numbers will not be reduced to less than three. If at any time the bargaining unit seniority list falls below three employees, the supervisor will immediately cease from performing bargaining unit work.

**Section 3.** Unless mutually agreed otherwise, the employer may only contract out or subcontract work which requires special equipment or a degree of specialization not present in the bargaining unit, or is of such a nature that the performance by bargaining unit members is not reasonably possible. Equipment and qualifications currently in use will be maintained and replaced as necessary. The employer will not be required to rent "Heavy Equipment" to perform any jobs.

Such contracting out or subcontracting shall not be done for the purpose of reducing the employee work week, hourly rates of pay, or to erode job classification. The employer agrees to notify the Union prior to the use of this Article. Disputes arising from this Article will be subject to the grievance procedure.

**Section 4.** Generally all bargaining unit employees within the Road Department shall exclusively and primarily perform job tasks that have been traditionally performed primarily by the Road Department and are directly related to the Township roadways and right-of-ways of those roads, unless otherwise addressed elsewhere in this Agreement. Primary work shall focus upon road repair and maintenance, snow and ice removal/control, surface water management directly related to the integrity of roadways, mowing and trimming of roadway vegetation, non-certified and minor machinery repair and maintenance of Road Department equipment and/or vehicles, sign installation, repair, maintenance and creation, minor facility repairs and maintenance, mowing and maintenance of township parks, and other related tasks as may be assigned by the Director of Public Works.

The Cemetery Sexton may deem, from time to time that extra help is needed in the township cemeteries such as mowing, trimming and general maintenance. If the cemetery sexton so deems extra help is needed, he will contact the Director of Public Works who shall then review such request and determine the number of bargaining unit employees needed.

The Cemetery Sexton shall determine the number of employees at all openings or closings of graves and related tasks. Said employees may include the cemetery sexton and if the cemetery sexton is not unavailable for a grave opening or closing, then at least two bargaining unit employees will be required at all grave openings and closings. **If the full three-hour "call in" time is not all used for grave openings and closings, the bargaining unit employee(s) shall do such mowing, trimming, and general maintenance as the Cemetery sexton directs to fill the three hours.**

**Section 5.** Generally, the exclusive and primary work of all full time bargaining unit Road Department employees includes:

- A. Performing semi skilled labor related to road work that may include manipulative devices such as hand and/or power tools; physical exertion; working in adverse weather conditions.
- B. Operation of larger Road Department equipment such as a back hoe, grader or loader;

C. Operation of Road Department vehicles requiring appropriate CDL license and endorsements. All full time bargaining unit employees shall maintain valid, current and appropriate CDL license and endorsements in order to operate all Township Road Department vehicles;

D. Performing specific tasks including, but not limited to:

1. install, create and/or repair guardrails, road signs, catch basins, culverts (culvert work, ditch enclosing and related installations that are to be done in the Township right-of-ways at the property owners' expense shall not be deemed "bargaining unit work per se, but if the Township agrees to perform the work it will use bargaining unit employees exclusively");
2. mowing and controlling roadway vegetation;
3. patching and repairing roadway surfaces;
4. perform certain "chip and seal" applications that have been traditionally done as Township "in-house" projects (not specialized 405/409 overlay projects requiring specialized equipment and expertise);
5. unless outside vendor(s) are deemed necessary by the Employer, perform minimal non-certified repair and maintenance to Township vehicles within the Township Police Department and Administrations/Zoning Departments (pick up and/or delivery of such vehicles to/from outside vendor (s) shall not be deemed exclusive "bargaining unit work");
6. perform traffic control, road closings and barricading associated with regular and customary road work (certain emergency situations involving Police Department and/or Fire Department personnel may also involve traffic control, road closing, etc. that are not exclusively "bargaining unit work"; however if additional township assistance is deemed necessary as determined by emergency personnel, bargaining unit employees will be called out to assist in seniority order ahead of all other township employees.
7. The Director of Public Works reserves the management right to assign reasonable work to bargaining unit members that are reasonably commensurate with their training and experience in addition to work/tasks outlined above.

The Employer reserves the management right to assign reasonable work to bargaining unit members that are reasonably commensurate with their training and experience in addition to work/tasks outlined above.

**Section 6.** Part time bargaining unit employees may be utilized as follows. All part time employees shall be included in the bargaining unit and shall pay dues/fees as required by the Teamsters Local #24 and shall earn wages as outlined in this agreement.

- A. No more than two (2) part time bargaining unit employees shall be utilized on a calendar day. Each part time bargaining unit employee shall be limited to no more than thirty-two (32) hours of work per week, for an aggregate total of no more than sixty-four (64) hours of work per week. Part time bargaining unit employees will receive no fringe benefits of any kind under this collective bargaining agreement.
- B. Part time bargaining unit employees (as outlined in paragraph A above) may be scheduled by the Director of Public Works during the regular work hours, on or about May 1<sup>st</sup> through September 30<sup>th</sup> of any calendar year.
- C. No part time employees will be permitted to work while full time bargaining unit employees are on lay off status.
- D. Part time bargaining unit employees shall gain seniority rights under this agreement; if they are hired by the Township as a full time bargaining unit employee within the Township Road Department, and all part time hours worked will apply towards the employees new hire probationary period.
- E. The Township shall not utilize any other part time employee to perform bargaining unit work.
- F. Part time bargaining unit employees shall be limited to the Laborer's position only.
- G. Part time employees will be used for snow removal when all full time bargaining unit employees are working or are unavailable to perform such duties, (i.e., decline work assignments; have worked in excess of normal safety regulations, etc.).

### **Article 30 Insurance**

**Section 1 – Medical Coverage:** The Employer shall continue to provide full-time bargaining unit employees, and their eligible dependents, with the existing major-medical, dental and vision insurance coverage (as described in attached Exhibit A). Effective the first pay period in January 2010, or no later than the effective date of any other bargaining unit's effective date, and for the duration of this agreement, bargaining unit employees, covered under the Employer's health insurance plan, as define herein, shall pay a bi-weekly employee health insurance contribution according to the following schedule:

Family plan:	\$50.00/bi-weekly pay
EE/Spouse:	\$45.00/bi-weekly pay
EE/Dependant:	\$30.00/bi-weekly pay
Single:	\$20.00/bi-weekly pay

Health insurance coverage shall commence in accordance with the health insurance carrier's enrollment guidelines. From the effective date of this Agreement through the duration of this Agreement, all employees covered by this Plan and provided with health care coverage shall pay the \$10.00 co-pay for office visits and \$200.00 co-pay for Emergency room visits.

**Section 2 – Prescription Drug Plan:** The Employer will continue to provide a prescription drug plan to all full-time bargaining unit employees and their eligible dependents with coverage limitations as set forth in the health insurance plan. Eligibility of dependents will be determined on the same basis as under the medical insurance plan provided pursuant to this article.

**Section 3 - Life Insurance for Employees:** At no cost to the employee, the Employer, Brimfield Township shall provide and maintain in force by the payment of necessary premiums, \$25,000 in life insurance with double indemnity for accidental death and a \$5,000 accidental dismemberment benefit for all bargaining unit members, for the duration of this Agreement.

**Section 4 – Obligation and Eligibility of Dependents:** The Employer shall have no obligation to provide insurance coverage for dependents in cases where the employee who desires such coverage fails to make a written application for same to the Fiscal Officer or to provide information reasonably requested by the Fiscal Officer to establish the eligibility of dependents.

**Section 5 – Employers Right to Change Provider:** The Employer has the right to self-insure or change carriers as it deems appropriate, providing the effected coverage remains comparable.

**Section 6 - Joint Healthcare Committee:** The Employer will maintain a Joint Healthcare Committee, Per Township Resolution, composed of management representatives and not less than one representative from each bargaining unit within the Township. The Committee will meet periodically to review medical insurance plans and costs; to explore group health insurance plan alternatives; changes in coverage; and cost containment measures. The Committee will only have authority to make recommendations. Should the Committee make recommendations regarding a healthcare issue that require negotiation between the Township and the Union, both parties will give due regard to the recommendations of the Committee when negotiating the issue.

**Section 7 – No reimbursement of out-of-pocket payments or deductibles:** Effective January 1, 2009, the Employer will not be responsible for an employee’s out-of-pocket payments or deductibles as determined by the health insurance plan in place during the term of this agreement. This section does not cover the bi-weekly employee health insurance contribution, which shall be the employee’s requirement to receive Township provided health insurance.

**Section 8- Decline of Health Insurance:** Effective January 1, 2009, an employee may decline Township provided health insurance and receive a monthly stipend in lieu of said health insurance. Said stipend shall be paid in accordance with Township Personnel Policy Manual Section 7.1.2: Health Insurance Stipend and Waiver.

**Article 31**  
**Wages**

**Section 1.** Effective January 1, 2009, bargaining unit employees will be paid according to the following hourly wage schedule:

**2011-2014**

<b><u>Crew Leader</u></b>	<b>\$23.32</b>
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<b><u>Operator</u></b>	
6 months	\$21.82
3 months	\$19.63
Start	\$17.45

<b><u>Driver</u></b>	
6 months	\$19.94
3 months	\$17.95
Start	\$15.95

<b><u>Laborer</u></b>	
6 months	\$17.95
3 months	\$16.15
Start	\$14.37

<b><u>Part-time</u></b>	\$14.37
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**Article 32  
Uniforms/Boots**

**Section 1.** The employer shall provide eleven (11) laundered changes of work uniforms per two (2) week period. The employer shall reimburse the employee for the purchase of work boot(s), and/or outerwear not to exceed four hundred dollars (\$400.00) per year.

Such work boots and/or outerwear must be approved by the supervisor and must conform to OSHA requirements.

The employee shall submit the original receipt to the Road Department Supervisor for approval. Reimbursement will be within thirty (30) days of submission to the Road Department Supervisor.

**Article 33  
Savings Clause**

**Section 1.** Any provision of this Agreement which is held by the final order of a court of competent jurisdiction to be totally in violation of, or contrary to, state, or federal statutes now effective, or which may become effective during the term of this Agreement, shall be considered void, except where the parties have agreed to deviate from state law pursuant to Revised Code Section 4117.10. Any provision of this Agreement which is thus voided shall be negotiated by the parties immediately upon their being informed of a provision thus made void.

**Article 34  
Waiver of Negotiations**

**Section 1.** The employer and the Union acknowledge that during negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after

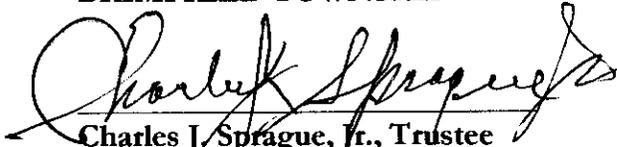
the exercise of that right and opportunity are set forth in this Agreement.

**Section 2.** Therefore, for the life of this Agreement, the employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement. In addition each party agrees that the other shall not be obligated to negotiate regarding any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

**Article 35  
Duration**

**Section 1.** This Agreement shall become effective upon approval of Brimfield Township and Teamsters Union Local #24. This Agreement shall remain in full force and effect until midnight December 31, 2014 and thereafter from year to year unless at least ninety (90) days prior to said expiration date or anniversary thereof, either party gives timely notice to the other of an intent to modify or terminate this Agreement.

**BRIMFIELD TOWNSHIP**

  
Charles J. Sprague, Jr., Trustee  
Brimfield Township

  
Michael Kostensky, Trustee  
Brimfield Township

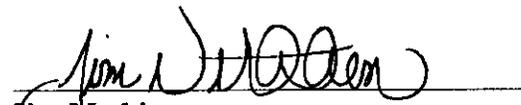
  
Sue Fields, Trustee  
Brimfield Township

  
John Dalziel  
Fiscal Officer  
Brimfield Township

**TEAMSTERS LOCAL NO. 24**

  
Travis Bornstein, President  
Teamsters Local #24

  
David Richards, Secretary-Treasurer  
Teamsters Local #24

  
Jim Netkin  
Bargaining Committee Member