



12-13-12  
11-MED-09-1324  
2299-04  
K29179

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**SPRINGFIELD TOWNSHIP BOARD OF TRUSTEES**  
**Springfield Township**  
**Summit County, Ohio**

**and**

**TEAMSTERS LOCAL UNION #436**

**EFFECTIVE**

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

**Case # 2011-MED-09-1324**

## TABLE OF CONTENTS

ARTICLE 1 PREAMBLE/PURPOSE.....	1
ARTICLE 1 SEPARABILITY .....	1
ARTICLE 2 MANAGEMENT RIGHTS .....	1
ARTICLE 3 ENTIRE AGREEMENT CLAUSE .....	1
ARTICLE 4 WAIVER IN CASE OF EMERGENCY .....	2
ARTICLE 5 NON DISCRIMINATION.....	2
ARTICLE 6 PERSONNEL FILES AND POLICY.....	2
ARTICLE 7 FAIR SHARE FEE AND DUES DEDUCTION.....	3
ARTICLE 8 LABOR MANAGEMENT COMMITTEE .....	3
ARTICLE 9 GRIEVANCE.....	4
ARTICLE 10 VACATION.....	6
ARTICLE 11 PERSONAL DAYS .....	6
ARTICLE 12 FUNERAL LEAVE .....	7
ARTICLE 13 ACCESS TO PREMISES/BULLETIN BOARD .....	7
ARTICLE 14 ON DUTY INJURY.....	7
ARTICLE 15 LAYOFF AND CALL BACK.....	8
ARTICLE 16 DISCIPLINARY ACTION.....	8
ARTICLE 17 HOURS OF WORK AND OVERTIME .....	9
ARTICLE 18 SAFETY.....	10
ARTICLE 19 PROBATIONARY PERIOD .....	11
ARTICLE 20 SENIORITY.....	11
ARTICLE 21 CLOTHING ALLOWANCE.....	12
ARTICLE 22 CONTRACTING OUT SUBCONTRACTING .....	12
ARTICLE 23 UNPAID LEAVES OF ABSENCE.....	12
ARTICLE 24 SICK LEAVE .....	12
ARTICLE 25 LONGEVITY.....	13
ARTICLE 26 CALL-IN PAY.....	14
ARTICLE 27 HOLIDAYS .....	14
ARTICLE 28 HOSPITALIZATION/LIFE INSURANCE.....	14
ARTICLE 29 WAGES .....	16
ARTICLE 30 MILITARY LEAVE .....	16
ARTICLE 31 SEPARATION OF EMPLOYMENT.....	16
ARTICLE 32 UNION ACTIVITIES.....	16
ARTICLE 33 OUT OF CLASSIFICATION WORK.....	17
ARTICLE 34 NO STRIKE/NO LOCKOUT .....	17
ARTICLE 35 INJURY LEAVE .....	18
ARTICLE 36 HEALTH PROTECTION/VACCINATIONS.....	18
ARTICLE 37 DURATION.....	19
EXECUTION.....	19
LETTER OF UNDERSTANDING HOSPITALIZATION/LIFE INSURANCE .....	20
LETTER OF UNDERSTANDING ONE-TIME CDL BONUS .....	20

## **PREAMBLE/PURPOSE**

This Agreement is made and entered into by and between the Township of Springfield, Summit County, Ohio, and its Board of Trustees, hereinafter referred to as Township, and Teamster Local Union #436, representing the full-time employees in the Township of Springfield Road and Janitorial Departments as certified by SERB on November 15, 1990, and hereinafter referred to as the Union.

This Agreement is made for the purpose of promoting harmonious relations between the Township and the Road Department employees, and in compliance with the applicable provisions of the Ohio Revised Code.

## **ARTICLE 1 SEPARABILITY**

If any clause, sentence, paragraph or part of this Agreement or the application thereof to any person or circumstances, for any reason, be adjudged by a court or other tribunal of competent jurisdiction, or the State Employment Relations Board, to be invalid, such judgment shall not effect, impair, or invalidate the remainder of this Agreement and the application of such provisions to other provisions, persons or circumstances, but shall be confined in its application to the clause, sentence, paragraph or part thereof, directly involved in the controversy, in which such judgment shall have been rendered and the person or circumstances involved. The remainder of this Agreement shall remain in full force and effect for the Agreement term.

## **ARTICLE 2 MANAGEMENT RIGHTS**

The Union recognizes that except as otherwise expressly limited in this Agreement, it is the exclusive function of the Management to maintain order, discipline, efficiency, and to generally operate the Township; to hire, direct, classify, assign, transfer, evaluate, promote, demote and layoff employees; and to suspend, discipline, or discharge employees for just cause, providing that a claim by an employee that he/she has been demoted, suspended, disciplined or discharged without cause, may be made subject to the grievance procedure; to promulgate and enforce reasonable rules and regulations; to determine the classifications, size and duties of the work force; to determine work methods, standards, materials and equipment; to determine shifts and reasonable overtime requirements; to assign and allocate work within the department; to reorganize, discontinue or enlarge any departments or portions thereof; to determine or change the methods and means by which its operations are to be carried on and in other words, generally carry out all other ordinary and customary functions of management.

## **ARTICLE 3 ENTIRE AGREEMENT CLAUSE**

The Union and the Township acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at between the parties after the exercise of that right

and opportunities are set forth in this Agreement. Therefore, the Township and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated and signed this Agreement. By mutual consent of the Township and the Union, the covenants of this paragraph may be waived for negotiations on the article or subject stated in the written consent request.

#### **ARTICLE 4 WAIVER IN CASE OF EMERGENCY**

**Section 1.** In cases of circumstances beyond the control of the Township, such as an act of God, riot, flood, civil disorder and other similar acts which require a declaration of emergency by the Board of Trustees, the Union agrees that Management reserves the right during any such emergency to assign employees to work duties other than their normal work duties or assignments.

**Section 2.** Said declaration of emergency shall cease with the actual termination of the occurrence involved, and a declaration to that effect made by the Springfield Township Board of Trustees, but shall not exceed fifteen (15) days.

#### **ARTICLE 5 NON DISCRIMINATION**

**Section 1.** The parties to this Agreement shall not discriminate for or against any employee on the basis of membership or position in the Union, and both will conform to all applicable federal and/or state anti-discrimination laws.

#### **ARTICLE 6 PERSONNEL FILES AND POLICY**

**Section 1.** Understanding that in the administration of the Township Road Department the Employer maintains individual personnel files, the employee shall be permitted to review his personnel files upon at least five (5) days written notice.

Should any employee upon review of his/her file read/observe material of a negative or derogatory nature, said employee may provide a written and signed comment in rebuttal, mitigation, or explanation of said material; such comment shall remain in the employee's file so long as the negative material remains.

**Section 2.** When an employee is charged with or is under investigation for alleged violation of department rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the employee's name and extent of the disciplinary action taken or contemplated until such time as a final intra-departmental ruling has been made and served on the employee. All investigations shall be held in strictest confidence by the Employer and the employee.

**Section 3.** Any adverse material in the employee's file that is of a minor nature shall be removed from the employee's active file one (1) year from the date of the violation and shall be placed in the employee's inactive file, which shall be kept in each employee's personnel file along with an active file. Any major violation shall be removed from the employee's file thirty (30) months from the date of the violation and shall be placed in the employee's inactive file. For purposes of this article, a minor violation means a record of a verbal warning or a written reprimand and a major violation means a suspension, demotion or termination.

## **ARTICLE 7 FAIR SHARE FEE AND DUES DEDUCTION**

**Section 1.** The Township of Springfield agrees to deduct from the wages of any employee who is a member of the bargaining unit all Union membership dues uniformly required. The Union will notify the Township of Springfield in writing from time to time of the dues it charges and its current membership. The Township also agrees to deduct initiation fees, re-initiation fees and entry fees as are regularly assessed by the Union within the Constitution and Bylaws of the Union.

**Section 2.** Nothing in this article shall be construed to require any employee to become a member of the Union, but if said employee refuses to become a member of the Union, he/she shall be required to pay a fair share fee, subject to the limitations set forth hereunder.

**Section 3.** The Union agrees to save the Township of Springfield harmless in the event of any legal controversy with regard to the application of this provision, including but in no way limited to, the payment of all attorney fees, costs and expenses related thereto.

**Section 4.** The Township of Springfield shall not be required to make such deduction from any employee who is a member of and who adheres to established and traditional tenets or teachings of a bona-fide religion or other type group as defined by Ohio law and who receives a Declaration of Exemption by the State Employment Relations Board; nor shall the Township of Springfield be required to make such deduction from any employee who by reason of state or federal law is exempt from such deduction.

**Section 5.** All Union fees and fair share fees collected shall be paid over by the Township of Springfield on a monthly basis and forwarded to Teamsters Local #436, 6051 Carey Drive, Valley View, Ohio 44125.

**Section 6.** It is understood that as a condition of employment all employees shall either join the Union or pay their fair share fee commencing on the thirty-first (31<sup>st</sup>) day of employment.

## **ARTICLE 8 LABOR MANAGEMENT COMMITTEE**

**Section 1.** A Labor Management Committee consisting of two (2) members of the bargaining unit and two (2) Township Trustees or their designees. The committee will meet no more than four (4) times per year to:

- A. Discuss health and safety issues;
- B. Recommend and discuss the operations of the department with the intent to improve the efficiency of the department;
- C. Discuss items of concern to the employees and to the Board of Trustees;
- D. No article of this Agreement shall become the subject of the meeting contemplated herein for purposes of negotiations. Nor will these meetings give rise to the submission of a grievance by any bargaining unit member and/or the Union.

**Section 2.** The meeting shall be scheduled within fourteen (14) days from the date of such notice by either party, and such notice shall have an agenda attached to the request. The date of the meeting may be scheduled beyond said fourteen (14) days by mutual agreement of the parties. Up to two (2) Union business representatives may be present at this meeting.

**Section 3.** The Union Committee and the Township Committee shall sign a written disposition of all items discussed. This document must be posted on the bulletin board available to the bargaining unit members. The document shall be posted no later than seven (7) days from the date of the meeting.

## **ARTICLE 9 GRIEVANCE**

**Section 1.** A grievance is a dispute over the specific terms and conditions of this Agreement itself, including the interpretation, application, or alleged violation of specific terms of this Agreement. No other dispute of any nature is considered a grievance for purposes of this Agreement. A grievance does not include any matters reserved to public employees under Section 4117.08 of the Ohio Revised Code.

**Section 2.** Should the Management fail to comply with the time limits herein, the grievant and/or the Union on behalf of a member as provided herein may proceed immediately to the next step. Should the Union fail to comply with the time limits herein, the grievance shall be considered abandoned. Time limits may be expanded by mutual agreement of the parties.

**Section 3.** The following procedures shall be utilized when a grievance is initiated by the grievant and/or the Union:

### **STEP 1:**

The grievant and/or the Union must present their grievance orally to the grievant's supervisor within seven (7) calendar days of the occurrence or seven (7) calendar days after it has become known. The member's shift supervisor shall have seven (7) calendar days following such representation to submit his/her oral response. The members may be accompanied by a Union representative if he/she so requests.

## STEP 2:

If the grievance is not settled by STEP 1, the grievant and/or the Union on behalf of a member may reduce the grievance to writing. The written grievance must be presented to the Road Superintendent within seven (7) calendars days after receipt of the STEP 1 answer. The Road Superintendent shall reply in writing within seven (7) calendars days after receipt of the written grievance. The Road Superintendent and a Township representative will meet with the grievant and/or the Union, if the grievant and/or the Union so requests, within five (5) days after the Road Superintendent's reply to attempt to resolve the grievance.

## STEP 3:

If the grievance is not settled by STEP 2, the Union may appeal in writing to the Board of Trustees. Such an appeal must be submitted within seven (7) calendar days after the receipt of the STEP 2 reply. The Trustees, or their designated representative, shall meet within twenty-one (21) days with the Union to attempt to resolve the grievance. The Board of Trustees shall reply to the Union representative and a Township representative will meet if the Union representative so requests within five (5) days to gain final resolution of the grievance.

## STEP 4:

If each grievance is not settled at STEP 3, the Union, within ten (10) calendar days, shall meet with the Township representative and select an arbitrator for each arbitration. Such selection shall be with the approval of both parties. If the parties fail to mutually agree to an arbitrator within the ten (10) days, the Union shall apply for a list of arbitrators through the Federal Mediation and Conciliation Services and the parties shall select an arbitrator from this list by alternately striking names from the list until one name remains. This name shall be the arbitrator.

### **Section 4. Arbitration**

- A. The arbitrator shall have no power or authority to add to or subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that in itself is contrary to law or violates any of the terms and conditions of this Agreement.
- B. The hearing or hearings shall be conducted pursuant to the rules of voluntary arbitration of the Federal Mediation and Conciliation Services and shall be binding on all parties.
- C. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The arbitrator's decision shall be final and binding on both parties.
- D. The witness fees, court reporters, or additional cost shall be paid for by the parties that ask for these services. The cost of the Arbitrator shall be paid equally by the parties.

**ARTICLE 10  
VACATION**

**Section 1.** Each member of the bargaining unit shall earn paid vacations to be taken in the subsequent calendar year and in such manner herein provided:

After 1 through 6 years of service	2 weeks
7 through 12 years of service	3 weeks
13 through 18 years of service	4 weeks
19 years of service and over	5 weeks

**Section 2.** Vacation benefits are subject to the following computations and rules:

- A. In computing service for vacation purposes, full credit shall be given for all service rendered in the probationary status, provided such members immediately after probationary status becomes an employee eligible to receive vacation.
- B. Vacation requests shall be made from January 1 to March 31. If more than one request is made for the same date or an overlap should occur, seniority shall have preference. Any vacation requests that are made after March 31 shall be honored by the Superintendent of the Township Road Department on the basis of availability.
- C. The employee may carry over one (1) year of earned accumulated vacation each year of this Agreement. If the member elects to be paid for his/her vacation time, it shall be paid at the rate at which it was earned.
- D. The employee may take vacation time from a minimum of one (1) hour to his/her total accumulation, upon prior approval of the Superintendent of the Road Department.
- E. Should a member die, his/her earned and unpaid vacation shall be paid to the deceased member's surviving spouse or estate if he/she has no surviving spouse.

**ARTICLE 11  
PERSONAL DAYS**

**Section 1.** Each bargaining unit member shall receive two (2) personal days per year.

**Section 2.** Request of the personal day will be at the discretion of the member upon twenty-four (24) hours prior notice to the department head.

**Section 3.** The personal days are not to be cumulative and must be used by the end of the calendar year.

**ARTICLE 12  
FUNERAL LEAVE**

**Section 1.** All members of the bargaining unit shall be entitled to three (3) consecutive calendar days funeral leave to attend the funeral of any of the following relations of the member: spouse, child, grandchild, stepchild, mother, father, sister, brother, mother-in-law, father-in-law, grandparent or guardian.

**Section 2.** Any member who travels in excess of one hundred (100) miles to attend any of the above-listed family member's funeral shall be granted the normal three (3) day funeral leave. In addition, the member may opt to take an additional three (3) days funeral leave, which will be charged to and deducted from the member's accumulated sick leave.

The member must notify his Department Head of the Road Department of his/her exercise of this option no later than the second day of the initial funeral leave taken, and further advise the number of extra day(s) the member intends to request and use. Final approval of the member's request must be obtained from the Department Head.

**ARTICLE 13  
ACCESS TO PREMISES/BULLETIN BOARD**

**Section 1. Access to Premises**

Authorized agents of the Union shall have access to a room or other suitable location arranged by Management during working hours, provided however, that there is no interruption of the working schedule.

**Section 2. Bulletin Board:**

Suitable space for a bulletin board shall be provided in the road department facility. The Union shall limit its use of the bulletin board to official union business, such as meeting notices and Union bulletins. The bulletin board will be provided by the Union and/or its members.

Notices or postings shall not contain anything of a political or controversial nature, or reflecting upon the Township or any of its employees. Copies of all material to be posted shall be provided to the Employer at the time of posting.

**ARTICLE 14  
ON DUTY INJURY**

**Section 1.** All regular full-time bargaining unit members who are injured in the scope and performance of their duties or work may be entitled to Workers' Compensation benefits. Said injury shall be readily ascertainable and of such nature to prevent him or her from engaging in the duties of their employment.

**Section 2.** On-duty injuries shall be handled in accordance with the present rules and regulations set up under the Ohio Workers' Compensation Laws. All employees who are injured or who are

involved in an accident in the course of their employment shall file an accident report on a form furnished by the Township. No matter how slight the incident, all such injuries shall be reported to the Department Head. The employee shall be furnished a copy of any and all accident reports filed by the employee.

**Section 3.** Any absence caused by injury not covered by Workers' Compensation shall be covered by an accumulated sick leave of the employee so injured.

## **ARTICLE 15 LAYOFF AND CALL BACK**

**Section 1.** Should the Township Trustees deem it necessary through their governmental powers to make layoffs or reductions in force in the number of personnel employed by the Township, the layoffs or reductions in force will be made in accordance with the below listed guidelines:

- A. The bargaining unit member(s) with the least amount of continuous service with the Springfield Township Road Department will be the first member to be laid off. The bargaining unit member(s) with the least amount of continuous service with the Springfield Township Janitorial Department will be the first member to be laid off.
- B. The member(s) who are called back from the layoff to return to their full time status will be called back in reverse order of the layoff. The last member who was laid off will be the first member to return to work. This provision shall lapse after one (1) year. Bargaining unit members are to keep the Township advised of their current address at all times.
- C. Seniority will be determined according to the date of hiring as a full-time member of the Springfield Township Road Department/Janitorial Department.
- D. Part-time employees will receive three (3) months credit for each year spent as a part-time employee of the respective department for computing seniority for all purposes, at such time as they attain full-time employee status.
- E. Part time, seasonal and probationary employees shall be laid off prior to any full-time bargaining unit members being laid off.

## **ARTICLE 16 DISCIPLINARY ACTION**

**Section 1.** All disciplinary actions involving bargaining unit members including written reprimands, suspensions, demotions, reductions in pay or employment terminations, excepting layoff or reductions in force, are hereby made subject to the following procedures.

- A. Disciplinary forms are attached to this Agreement and are to be utilized in the disciplinary procedure.

- B. The Department Head or his designee shall file a written statement describing the occurrence which is the subject of the disciplinary action to be taken within sixty (60) calendar days of the Department Head's knowledge of the occurrence. This form is to be filed with the Township Trustees in care of the Township Fiscal Officer with a copy to the employee which will contain a statement of the occurrence plus a statement of the discipline that the Department Head or his designee intends to impose.
- C. The employee may sign the form to accept the discipline as recommended and conclude the matter. The form will contain space for a statement of explanation by the employee if he/she so chooses. An employee may have a Union representative to represent him/her at all steps of the disciplinary procedure.
- D. If the disciplinary matter is not resolved by Step C, then the bargaining unit member may within seven (7) calendar days appeal the disciplinary action to the Springfield Township Board of Trustees. The Board of Trustees will then conduct a hearing at which time the bargaining unit member and a Union representative, if he/she so chooses to represent him/her, may be present at the said hearing. The bargaining unit member will not be required to testify on his/her own behalf. The hearing will be private unless the bargaining unit member requests, in writing, that a public hearing be held. The bargaining unit member shall receive notice of the hearing before the Board of Trustees at least five (5) calendar days before the scheduled hearing. At the conclusion of the hearing, the Board shall within thirty (30) days render a decision in the matter.
- E. After the response of the Board of Trustees the Union representative and a Township representative will meet if the Union representative so requests within five (5) days to gain final resolution of the decision.
- F. Should the disciplinary action not be resolved in Steps D and E of this article, then the matter will be resolved in accordance with the arbitration provision in the Grievance Article.

## ARTICLE 17 HOURS OF WORK AND OVERTIME

**Section 1.** This article is intended solely as a basis for computing overtime and shall not be construed as a guarantee of work per day, work per week, or overtime.

**Section 2. Overtime.** When a full-time bargaining unit member is required by his responsible supervisor or administrator to work in excess of his/her forty (40) hour work week, such employee shall be compensated for each hour or fraction thereof at a rate of one and one-half (1 1/2) times his/her base hourly rate. Overtime pay will be paid in the next pay period after which such overtime was accrued. The full-time bargaining unit member must elect by notation on their time cards if they wish to receive compensatory time off in lieu of compensation for overtime worked. Holidays, vacation days, compensatory time and up to three (3) days of funeral leave (not charged to sick leave) shall be a part of the standard work week for the purpose of computing overtime.

**Section 2. Compensatory Time.** Each full-time bargaining unit member may elect to take, at his/her discretion, compensatory time off in lieu of compensation for overtime worked. Compensatory time may be cumulative up to a total of two hundred forty (240) hours. Upon reaching the 240 hour limit, the member will either be paid for additional hours of overtime worked or may use the cumulative time as provided by federal law. The accumulated compensatory time must be used within twenty-four (24) months of the date of accrual. If not, then such accumulated compensatory time will be paid at the rate at which it was earned.

**Section 3.** For purposes of definition for computing overtime only, a regular work week consists of forty (40) hours of work Monday through Sunday.

**Section 4.** Compensation shall not be paid more than once for the same hours under any provision of this article or Agreement.

## **ARTICLE 18 SAFETY**

**Section 1.** Management agrees to maintain safe working conditions, facilities, vehicles and equipment required to safely carry out the duties of each member. Members are responsible for immediately reporting unsafe conditions or practices to the Department Head and the Township Trustees in writing.

**Section 2.** Should a dispute exist regarding the Department Head's reply, the matter shall be a proper subject to be placed on the agenda of a labor/management meeting.

**Section 3.** Township equipment and materials assigned to a member shall be used with care and economy, and shall be used only for Township purposes. Township automotive vehicles shall be used only for Township business. Waste or misuse of Township resources shall constitute cause for disciplinary action.

**Section 4.** In the event the Township requires personal protective equipment beyond that currently provided by the Township, the Township agrees to provide said equipment at no cost to the member and the member agrees he/she shall wear, use, etc., said equipment as required by Management.

**Section 5.** Where corrective lenses or dentures have clearly been damaged in the line of duty, absent negligence on the part of the member, and when there is no compensation or incomplete compensation provided by Workers' Compensation or hospitalization, then the Township shall pay for the replacement or repair thereof to the extent required. It is hereby understood that the decision as to the applicability or extent of payment is solely a Management decision and is not subject to the grievance procedure or appeal, but may be appealed to the Board of Township Trustees for final disposition.

**ARTICLE 19**  
**PROBATIONARY PERIOD**

**Section 1. New Hire.** Every new Road Department or janitorial employee will be subject to a probationary period of one (1) year from the date of full-time appointment by the Board of Trustees. A probationary employee in his/her first year of full-time service may be given any form of disciplinary action, up to and including termination, at any time and for any reason. Disciplinary action, including termination, taken against a probationary employee in his/her first year of full-time service is not subject to challenge through the grievance and arbitration procedures in this Agreement.

**Section 2. Promotional.** Any full time employee who is promoted to the next grade or level, if applicable, shall be subject to a probationary period of six (6) months. At the end of the sixth month, such employee shall have successfully completed their probationary period. Any newly promoted employee shall be reduced to the next lower grade or level for an unsatisfactory performance during the probationary period.

**ARTICLE 20**  
**SENIORITY**

**Section 1.** Seniority shall be defined as a member's uninterrupted length of continuous full-time employment with the Employer. A probationary employee shall have no seniority until he/she satisfactorily completes the probationary period which will be added to his/her total length of continuous employment.

**Section 2.** An employee's seniority shall be terminated when one or more of the following occur:

- A. He/she resigns;
- B. He/she is discharged for just cause;
- C. He/she is laid-off for a period of time exceeding twelve (12) months;
- D. He/she retires;
- E. He/she fails to report for work for more than two (2) working days without having given the Employer advance notice of his/her pending absence;
- F. He/she becomes unable to perform his/her job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him/her;
- G. He/she refuses to recall or fails to report to work within ten (10) working days from the date the employee receives the recall notice.

**ARTICLE 21  
CLOTHING ALLOWANCE**

The Township agrees to provide for all full-time bargaining unit members of the Road Department four hundred fifty dollars (\$450.00), per employee, per year, toward the cost of work shoes and/or Township uniforms.

**ARTICLE 22  
CONTRACTING OUT SUBCONTRACTING**

**Section 1.** The Township reserves the right to contract out or subcontract work at the Township's sole discretion. The Township agrees to notify the Union in the event that this article is utilized. The Township also agrees that contracting or subcontracting out will not be done solely to displace any bargaining unit member.

**Section 2.** This Agreement shall not be construed to require the Township to hire any full-time employee in the event of the death, retirement, or termination of any bargaining unit member.

**ARTICLE 23  
UNPAID LEAVES OF ABSENCE**

**Section 1.** The Administration, in its sole discretion, shall have the authority to grant to any member of the bargaining unit leave of absence without pay for a period not to exceed three (3) months.

**Section 2.** Any member on such leave of absence shall not earn sick leave pay during such leave period, nor shall they be entitled to any holiday pay for any holidays falling within such leave. Such leave shall not be used in computing time for vacation.

**Section 3.** No employee on such leave shall engage in any other employment during such leave. Such employee may at the employee's own cost and expense maintain their insurance program with the Township during such leave of absence.

**Section 4.** Because this section is intended to apply only in the sole discretion of the Trustees, the grievance procedure shall not apply to leave without pay matters.

**Section 5.** If the member on such leave of absence does not return to his/her full-time employment at the expiration of the three (3) month period, his/her employment shall be terminated.

**ARTICLE 24  
SICK LEAVE**

**Section 1.** It shall be the policy of the Township of Springfield Road Department to provide sick leave with pay for all bargaining unit members.

**Section 2.** Each bargaining unit member after six (6) months of consecutive service shall be entitled to one and one-fourth (1 1/4) days with pay for each completed month of service. Sick time shall be cumulative and shall not be restricted to a total number of days, except for retirement pay purposes.

**Section 3.** Upon retirement, a member shall be entitled to be compensated with pay for up to one-half (1/2) his/her total accumulated sick leave. Total accumulated sick leave shall not exceed one hundred eighty (180) days for retirement pay purposes.

**Section 4.** Sick leave shall be charged to the member only upon approval of the Department Head for the following reasons:

- A. The illness, injury or pregnancy of the immediate family member or a medical emergency, including pregnancy of his/her immediate family, where the member's presence is required. Immediate family shall be defined as any of the following relations of the member: spouse, child, grandchild, stepchild, mother, father or guardian.
- B. Exposure of a member to a contagious disease so that the presence of the member at his/her job would jeopardize the health of the other employees.

**Section 5.** Any employee absent over three (3) consecutive working days, at the direction and upon the written request of his/her Department Head, shall submit a physician's certificate of illness or injury. Falsification of such physician's certificate shall be grounds for immediate discharge of the employee from Springfield Township.

**Section 6.** Should a pattern develop whereby any bargaining unit member is reporting off sick on certain days or shifts (i.e., continually ill the day before or after his/her regular duty shift, ill on holidays, etc.), then that bargaining unit member's sick leave shall be subject to review by the Township. If as the result of such review a bargaining unit member is allegedly found to be abusing the privilege of sick leave, he/she may be subject to disciplinary action by the Township.

**Section 7.** The Township Board of Trustees reserves the right to have an employee alleging illness or injury to submit to a physical examination or examinations at the Trustees' sole discretion and the Trustees' sole expense, for purposes of a second medical opinion.

## **ARTICLE 25 LONGEVITY**

**Section 1.** A full-time bargaining unit member shall receive an eight dollar (\$8.00) per month pay supplement for each year of continuous employment in excess of five (5) years of continuous employment with the Township, beginning with his/her original employment date, with a maximum of one hundred dollars (\$100.00) per month.

**Section 2.** The bargaining unit member shall receive each applicable payment increase to which he/she is entitled beginning on the first scheduled pay date following his/her anniversary date of employment. Longevity pay will be paid in one (1) lump sum payment per year, in the first pay of December.

**ARTICLE 26  
CALL-IN PAY**

Any full-time Springfield Township employee and bargaining unit member called in to work during their off-duty hours shall be guaranteed a minimum of three (3) hours of pay so long as such time does not abut or overlap with the employee's regularly scheduled shift. This provision shall not result in the pyramiding of overtime.

**ARTICLE 27  
HOLIDAYS**

**Section 1. Recognized Holidays/Holiday Pay.** All members of the bargaining unit shall receive eight (8) hours of holiday pay/time off for each of the eleven (11) paid holidays per calendar year. Below are the observed holidays.

- |                           |                            |
|---------------------------|----------------------------|
| 1. New Year's Day         | 7. Columbus Day            |
| 2. Martin Luther King Day | 8. Veteran's Day           |
| 3. President's Day        | 9. Thanksgiving Day        |
| 4. Memorial Day           | 10. Day after Thanksgiving |
| 5. Independence Day       | 11. Christmas Day          |
| 6. Labor Day              |                            |

**Section 2. Rate of Pay for Holiday Work/Holiday Re-scheduling.** In addition to pay for the holiday time provided for under Section 1, any bargaining unit member who is required to work on any of the listed holidays is also entitled to be paid at a rate of one and one-half (1 1/2) times his/her base hourly rate of pay for each hour worked on the designated holiday.

If a bargaining unit member is either scheduled to work a full shift on a listed holiday or called in to work a full shift, he shall have the option of taking another day off with pay, in lieu of receiving eight (8) hours of pay for the holiday as provided for in Section 1, subject to proper Road Department scheduling. Such time shall be scheduled and taken in the year earned or it is forfeited. Any payment made under this paragraph shall be paid at the rate in effect when such holiday payment was earned.

**Section 3. Holiday Time Eligibility.** In order to receive holiday pay/time under section 1, the member must work the day before, or the day after a holiday, when scheduled to do so, to receive holiday pay at the time and one-half rate).

**ARTICLE 28  
HOSPITALIZATION/LIFE INSURANCE**

**Section 1. Contributions.** The Township will offer to bargaining unit members a hospitalization plan including dental and vision coverage as selected through the insurance committee or otherwise provided under the terms of this article. The bargaining unit member's contribution will be calculated on an annual basis and divided among the biweekly pay periods. The Employer and its employees shall contribute the following monthly amounts for coverage under the Township's insurance plan:

	<u>Township</u>	<u>Employee</u>	<u>Total Contribution</u>
Single Contribution	\$443.37	\$13.71	\$ 457.08
Employee/Children	\$770.32	\$27.94	\$ 798.26
Employee/Spouse	\$957.62	\$39.90	\$ 997.52
Family Contribution	\$1,360.52	\$64.11	\$1,424.63

Should the plan costs exceed the total contribution amounts set forth above, the participating employee shall be required to contribute fifty percent (50%) of the amount in excess of the total in order to continue participation. Should the committee select a plan that is less than the Total Contribution amount identified above, the Employer agrees that fifty percent (50%) of the amount below the Total Contribution may be allocated by the Committee back towards employee premium contributions, HSA funding if applicable, or other insurance related purposes.

**Section 2. Insurance Committee/Insurance Changes.** The Union agrees that the Township may create and maintain an insurance committee for the purpose of studying and recommending cost containment programs for medical and prescription coverage, reviewing usage, and recommending benefit levels. Once created, the Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the bargaining units, one (1) non-bargaining unit employee, one (1) or two (2) representatives of the Board of Trustees, whichever is necessary to achieve an odd number. The insurance committee shall have the authority to approve program coverage changes, recommend alterations to benefit levels, and/or recommend adjustments to coverage levels through majority vote. The committee may recommend any of the following options:

- A. To keep the same plan and pass on any cost increase above the levels set forth in Section 1 of this article to the parties; or
- B. To change the plan and alter the benefit levels so that there is no increase in the cost of the plan; or
- C. To change the plan and alter the benefit levels and, if there is an increase in the cost of the plan above the levels set forth in Section 1 of this article, pass that increase along to the parties.

**Section 3. Committee Recommendations.** Recommendations of the committee cannot be unilaterally changed by the Township. Recommendations of the committee, and Employer actions to carry out those recommendations, are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal. If, however, the committee makes no recommendation by thirty (30) days prior to renewal for the following plan year, the Township may unilaterally adjust the benefit levels if required to stay within the total base contribution costs set forth in Section 1. If the committee is going to recommend that the Township go out for bid for the following year, the committee must provide the Township with the necessary information by one hundred twenty (120) days preceding the plan year for which bids are taken.

**Section 4. Life Insurance.** The Township will provide to bargaining unit members the same life insurance coverage provided to the other employees of the Township, including members of other bargaining units.

**ARTICLE 29  
WAGES**

**Section 1.** Effective January 1, 2012, the following pay schedules shall be in effect. The pay increases are effective January 1 of each year and are to increase to each step annually as outlined in this article on the first pay period of the calendar year.

	<u>2012</u> (1.5%)	<u>2013</u> (2.0%)	<u>2014</u> 1.0%
<u>FOREMAN</u>	\$23.26	\$23.73	\$23.97
<u>FULL-TIME EMPLOYEES</u>	\$21.68	\$22.11	\$22.34

**Section 2.** Any bargaining unit member with current, valid ASE certification, shall be paid two dollars (\$2.00) per hour more than the above pay rates for all hours authorized to work by the Department Head as a mechanic on Township vehicles or other mechanical equipment.

**ARTICLE 30  
MILITARY LEAVE**

A full-time member of the bargaining unit who is a member of the reserve component of the United States Armed Forces, or who enters into the military service, shall have such re-employment and other rights as guaranteed to them under any applicable federal or State of Ohio law.

**ARTICLE 31  
SEPARATION OF EMPLOYMENT**

Upon leaving the employ of the Employer for whatever reason, such employee shall be paid all forms of reimbursement to which he/she may be lawfully entitled. Payment of the same to the employee shall be paid at the next regular pay-day following that in the week of termination of such employment.

**ARTICLE 32  
UNION ACTIVITIES**

**Section 1.** The Township agrees to grant the necessary time off, without discrimination or loss of seniority rights, and without pay, for the Union Steward to transact union business and related activities such as conventions, seminars, or meetings, not to exceed forty (40) hours per year. Sick leave may not be used by the Union Steward to transact union business and related activities.

**Section 2.** The Union Steward shall be required to provide five (5) working days notice to the Department Head specifying the purpose and length of the time off. There shall be no disruption of the Township's operations due to lack of available employees.

### **ARTICLE 33 OUT OF CLASSIFICATION WORK**

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

**Section 2.** An employee who is temporarily assigned to work in a job classification having a rate of pay higher than such employee's regular job classification shall receive the higher rate.

**Section 3.** This article shall in no way be construed to entitle any bargaining unit member to a rate of pay higher than his/her regular job classification for any time prior to the ratification and execution of this Agreement, and no employee shall receive retroactive out of classification pay.

### **ARTICLE 34 NO STRIKE/NO LOCKOUT**

**Section 1.** 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, during the term of this Agreement.

**Section 2.** In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union, and order all employees to return to work immediately.

**Section 3.** It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, along with the Union indemnifying and holding the Employer harmless from any and all costs arising from the violation of this article, in the event the Union fails to uphold its obligations pursuant to this article.

**Section 4.** It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate discharge or other disciplinary action as determined solely by the Employer, without the employee having any recourse to any grievance or appeal procedure herein contained.

**Section 5.** The Employer shall not lock out any employee for the duration of this contract.

## **ARTICLE 35 INJURY LEAVE**

**Section 1.** In the event a bargaining unit member incurs a job-related disabling condition, such that the employee is entitled to Workers' Compensation, there will be a five (5) working day waiting period before this provision applies in which the employee may use sick leave.

After this waiting period, the member shall be paid at his/her regular rate of pay until the date (s)he receives his/her first Workers' Compensation check.

**Section 2.** When the member's Workers' Compensation pay is granted, (s)he shall remit to the Clerk of Springfield Township an amount equal to the Workers' Compensation payments for the time period from the beginning of the injury leave to the date the Workers' Compensation payments begin. When Workers' Compensation payments begin on a weekly or monthly basis, the employee will cease being paid by the Township.

**Section 3.** Payment by the Township of regular wages pending receipt of Workers' Compensation payments by the employee, in the case of a disputed claim, shall continue only until a ruling is received from the first level of any appeal to the Workers' Compensation Board.

**Section 4.** Recovery by the Township of payments to the employee under this article are limited to reimbursement for payments for actual lost time pending receipt of Workers' Compensation payments or pending determination at the first level of appeal.

## **ARTICLE 36 HEALTH PROTECTION/VACCINATIONS AND DRUG AND ALCOHOL TESTING**

**Section 1. Health Protection and Vaccinations.** All bargaining unit members shall be provided with vaccinations with the cost to be borne by the Management, including yearly flu shots (as recommended by the AMA), hepatitis B vaccination, and any other related vaccinations approved by Management. All personnel will be required to execute a release for Springfield Township relieving it of any liability for any adverse reaction of any kind to the aforesaid vaccinations, or any illness, injury or death caused by the said vaccination(s). All flu shots are to be provided by the Akron City or Summit County Health Departments only, at a place to be designated by the Board of Trustees.

**Section 2. Drug and Alcohol Testing.** All bargaining unit members are required to maintain a current, valid Commercial Driver's License (CDL) and are subject to the applicable drug and alcohol testing provisions in the U.S. Department of Transportation's regulations, the Ohio Bureau of Workers Compensation's Drug Free Work Place program, and Township policy.

**ARTICLE 37  
DURATION**

**Section 1.** This Agreement shall become effective on January 1, 2012, and shall remain effective for three (3) years terminating on December 31, 2014.

**Section 2.** During the term of this contract, negotiations may be reopened by mutual agreement of both parties. If either party desires to modify, amend, or renegotiate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the termination date.

**EXECUTION**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 3 day of December, 2012.

**For the Springfield Township  
Board of Trustees**

**For the Teamsters Local #436**

R. Bruce Killian  
R. Bruce Killian, Trustee

Gary M. Tiboni  
Gary M. Tiboni, President

Deborah Davis  
Deborah Davis, Trustee

Jack Fortesque  
Jack Fortesque, Secretary/Treasurer

Dean Young  
Dean Young, Trustee

Christopher J. Pavone  
Christopher J. Pavone, Vice-President

**LETTER OF UNDERSTANDING  
HOSPITALIZATION/LIFE INSURANCE**

The parties agree that the modifications to Article 28, Hospitalization/Life Insurance shall be effective with the last pay period of calendar year 2012.

**LETTER OF UNDERSTANDING  
ONE-TIME CDL BONUS**

The parties agree that a one-time bonus in the sum of three hundred dollars (\$300.00) shall be paid to each member of the bargaining unit who holds a commercial driver's license effective with the first pay period after execution of the agreement. This letter of understanding shall expire after such one-time bonus is paid.