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2354-06  
K29834  
07/23/2013

AGREEMENT

BETWEEN

AFSCME OHIO COUNCIL 8, AFL-CIO  
LOCAL 74A

AND

CHAMPION TOWNSHIP

EFFECTIVE:

MAY 1, 2013 – APRIL 30, 2016

## **PREAMBLE**

This Agreement is made, in the year **2013**, by and between the Township of Champion Ohio hereinafter known as the Employer and Ohio Council 8, AFSCME, AFL-CIO and Local 74A herein after known as the Union.

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union and to provide a fair and responsible method of enabling employees covered by this Agreement to participate, through Union representation, in the establishment of the terms and conditions of their employment.

## **ARTICLE 1 - RECOGNITION**

Section 1.01. The Township recognizes AFSCME Local 74A, Ohio Council 8, AFL-CIO as the sole and exclusive bargaining agent for employees in the bargaining unit as described in Certification 97-REP-10-0255 of the Ohio State Employment Relations Board (SERB) and attached hereto as Appendix A.

Section 1.02. In the event the Employer creates any new job classification, the Union may demand to bargain as to its inclusion in the bargaining unit. Should bargaining reach impasse, the matter will be referred to SERB for disposition.

Section 1.03. In the event the Employer eliminates any job classification in the bargaining unit and resurrects the same functions described in the same job classification or a different job classification, that position is considered a bargaining unit position.

## **ARTICLE 2 - MANAGEMENT'S RIGHTS**

Section 2.01. The Employer retains the following rights and all rights pursuant to ORC 4117.08 unless otherwise stated in this collective bargaining agreement:

- (A) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- (B) Direct, supervise, evaluate, or hire employees;
- (C) Maintain and improve the efficiency and effectiveness of governmental operations;
- (D) Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- (E) Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign schedule, promote, or retain employees;
- (F) Determine the adequacy of the work force;
- (G) Determine the overall mission of the employer as a unit of government;

- (H) Effectively manage the work force;
- (I) Take actions to carry out the mission of the public employer as governmental unit.
- (J) Determine project specifications.
- (K) Determine and approve overtime opportunities.

### **ARTICLE 3 - BARGAINING UNIT WORK**

Section 3.01. The Employer agrees that it shall not contract or out source any work normally performed by the bargaining unit, nor shall any work normally performed by the bargaining unit, in the past, be assigned to or performed by non-bargaining unit employees unless approved by a bargaining unit officer.

### **ARTICLE 4 - NON-DISCRIMINATION**

Section 4.01. The Employer and the Union agree that they shall not discriminate against any bargaining unit employee on the basis of age, sex, color, creed, national origin, political affiliation, marital status, disability or sexual orientation.

Section 4.02. The Employer agrees that it shall not discriminate against, interfere, restrain or coerce any employee because of membership in the Union or because an employee holds Union office, nor shall it interfere with an employee's right to become a member of the Union.

Section 4.03. All references to employees in this Agreement designate both sexes and wherever the male gender is used shall be construed to include both male and female employees.

### **ARTICLE 5 - UNION RIGHTS AND REPRESENTATION**

Section 5.01. Non-employee representatives of the Union shall have the right to enter the facilities of the Employer and visit with the employees covered by this Agreement for the purpose of ascertaining whether the Agreement is being observed by the parties and for the purpose of investigating and processing grievances in accordance with the Grievance Procedure contained herein.

Section 5.02. The Employer recognizes the right of the Union to select local officers, steward and alternate steward to represent the employees on grievances arising under the Agreement. This steward or alternate steward shall be allowed reasonable time for the purpose of investigating grievances, processing grievances and the general administration of the Agreement. These officers shall notify their respective supervisor before taking time and they shall be allowed reasonable time to conduct Union business. Such time shall not result in any loss of pay or any other benefit arising from this collective Agreement and should not interfere with normal operations. Such time shall not result in overtime being created by the investigation or processing of said grievances.

Section 5.03. An employee who believes he has a grievance shall notify the immediate supervisor and shall ask the supervisor to call the steward or a local union officer. The steward or officer shall make

arrangements with his/her supervisor, as outlined in Section 5.02 of the Agreement, prior to leaving the job site to visit with the employee. The aggrieved employee and the steward or officer shall be given reasonable time to discuss the grievance without loss of pay or benefit.

Section 5.04. Grievant, steward and other appropriate officers of the Union will attend all grievance meetings as contained in the grievance procedure without loss of pay or benefit.

Section 5.05. In the event a grievance is processed to arbitration, the grievant, union president, and all employee witnesses will be permitted to attend hearing without loss of pay or benefit.

Section 5.06. Within time limits set forth in the grievance procedure all meetings shall be held at times mutually convenient and acceptable to the Employer and the Union.

### **ARTICLE 6 - NO STRIKE/NO LOCKOUT**

Section 6.01. The Employer agrees that no bargaining unit employees will be locked out or prevented from performing his job during the term of this Agreement.

Section 6.02. The Union agrees that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way any strike or work stoppage during the term of this Agreement.

### **ARTICLE 7 - DUES DEDUCTION/FAIR SHARE FEE**

Section 7.01. The Employer shall deduct regular union dues, initiation fees and assessments from the pay of employees in the bargaining unit, upon receipt from the Union of individual written authorization cards voluntarily signed by employees. An employee shall have the right to revoke such authorization card in conformance with said authorization agreement.

Section 7.02. Deductions will be made from the pay of all bargaining unit members, who have authorized said deduction, each pay period. In the event an employee's pay is insufficient to cover the dues deduction, the Employer will make a double deduction from the next pay earned.

Section 7.03. All bargaining unit members who are not members of the Union shall pay a fair share fee to the Union. All employees hired after the date of this Agreement, who do not become members of the Union, shall pay a fair share fee, effective (60) days from the date of hire, as a condition of employment. The deduction of the fair share fee from any earnings of the employee shall be automatic and require no written authorization for payroll deduction.

Section 7.04. The Union shall notify the Employer as to the amount of regular Union dues to be deducted. The Union shall notify the Employer as to the amount of fair share fee to be deducted.

Section 7.05. All Union dues and fair share fee deductions will be transmitted to the Union from the 1st pay of the month, no later than the tenth (10th) day following the end of the pay period in which deductions are made. These deductions shall be forwarded to the Controller of AFSCME Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085-2512.

Section 7.06. The Employer will send a list of names for whom deductions are made with each payment. This list will designate which employees are fair share payers. This list shall include last known address and social security numbers of the names listed.

Section 7.07. Once funds are remitted to the Union, their disposition thereafter shall be the sole responsibility of the Union, and the Union holds the Employer harmless from any claims, actions or proceedings, by any employee, arising from deductions made by the Employer hereunder.

### **ARTICLE 8 - UNION BULLETIN BOARDS**

Section 8.01. The Employer agrees to provide a bulletin board and space for placing the bulletin board, for use by the Union, inside the township garage within the Employer. The placement of the bulletin boards must be in an area which is easily accessible to the employees of the bargaining unit,

### **ARTICLE 9 - PROBATIONARY PERIODS**

Section 9.01. Newly hired employees will be regarded as probationary employees for the first one hundred and eighty (180) days of employment.

Section 9.02. Probationary employees continued in service of the Employer subsequent to the first one hundred and eighty (180) days of employment shall receive full seniority and continuous service credit from the date of original hiring.

Section 9.03. All employees promoted pursuant to the terms of this Agreement shall serve a probationary period not to exceed one hundred and eighty (180) calendar days from the effective date of promotion and shall be paid at the prevailing rate of pay of the classification to which he/she is promoted.

Section 9.04. The Employer will immediately provide the Union with a notice of all employees hired or promoted by the Township. Such notice shall contain the name, address, social security number, job site, job classification and the date of hire or promotion.

### **ARTICLE 10 – SENIORITY**

Article 10.01. Seniority shall be defined as the length of continuous service with Champion Township. Bargaining unit members shall be credited with an additional year of seniority on each successive anniversary date of employment. Disability leave, family medical leave, parental leave, worker's compensation or any other approved leave of absence shall not constitute a break in service. Employees on approved leaves of absence shall earn seniority during any such leave.

Section 10.2. Employees who are reinstated within one (1) year of separation from employment with the Employer shall not lose their seniority. However, no seniority shall be credited for time separated from service.

Section 10.3. Seniority shall be lost, only when an employee:

1. Quits or resigns and is not rehired within one (1) year;

2. Is discharged for just cause;
3. Is laid off for a period of more than twenty four (24) consecutive months.
4. An employee is promoted out of the bargaining unit, except that no break in seniority shall occur for one hundred and eighty (180) days of the promotion. Should the employee elect to remain in the non-bargaining unit position subsequent to one hundred and eighty (180) days of promotion, then his/her seniority shall be "frozen" as of the date of promotion.
5. Fails to return from an approved leave of absence.

Section 10.4. The Employer shall provide the Union with a seniority list once a year, which will show the name, address, social security number, date of initial employment, date of last promotion and classification seniority date should any changes occur.

Section 10.5. In the event that two or more employees have the same date of employment with the Employer, the following procedure shall be used to determine the most senior employee:

1. The earliest date of application for initial employment with the Employer shall prevail;
2. The earliest time of day such application was received by the Employer shall prevail;
3. Absent date/time stamp of application or in the event the applications were received at the same time, then the employee with the earliest documented reporting time on his/her first shift of his/her first work day shall prevail;
4. The parties' Social Security number in lowest numerical order shall prevail (i.e. 215-44-3127 shall prevail over 215-44-3128).

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

Section 11.01. It is mutually understood that the prompt presentation, answering and adjustment of grievances is desirable to promoting sound relations between the Union and the Employer. A grievance, for the purpose of this Agreement, shall be defined as a dispute, or difference between the Employer and the Union or Employer and an employee, regarding the interpretation, application or compliance relative to any provision of this Agreement. Every employee and the Union shall have the right to present a grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal.

Section 11.02. The union steward shall be allowed reasonable time during working hours to investigate and process grievances. Steward, grievants and/or witnesses shall suffer no loss of pay as a result of such investigation or processing. All employees involved in the grievance process shall notify their immediate supervisor before leaving the work site. No overtime shall be created by the investigation or processing of said grievances.

Section 11.03. It is the mutual desire of the Employer and the Union to provide for the prompt adjustment of grievances. Every responsible effort shall be made to resolve a grievance at the earliest possible step. In furtherance of the objective the following procedure for the processing of grievances shall be followed.

Step 1: Should an employee have a complaint, it shall be brought verbally, to the attention of the immediate supervisor within ten (10) working days of the employees' first knowledge of the event giving rise to the complaint. The Supervisor shall discuss the complaint with the employee and the Union and within three (3) working days of that discussion respond in writing to the complaint. If the employee or the Union is not satisfied with the response, they may, within five (5) working days, appeal this answer to Step 2 of the procedure.

Step 2: If the grievant or the Union is unsatisfied with the response at Step 1 of this procedure, the grievance shall be reduced to writing, **indicating the specific violation of the contract and the resolution sought**, and submitted to the Trustees, within five (5) working days of the Step 1 response. The Trustees, or their designee, whom shall be a trustee, shall schedule a hearing with the grievant, Union representative and witnesses within five (5) working days of receipt of the appeal. The Trustees shall have ten (10) working days after the hearing to submit a written response of the Union.

Step 2a: Grievance Mediation – Prior to submitting a grievance to Arbitration as outlined in Step 3 below, the parties agree to submit the grievance(s) to non-binding grievance mediation. The mediation shall be conducted by a mediator/facilitator provided by SERB or FMCS. Step 2a of this Article may be waived by mutual agreement of the parties.

Step 3: If the grievance is not resolved at Step 2 of the Grievance Procedure the Union may, within thirty (30) working days after receipt of the Step 3 answer submit the grievance to arbitration. The Union shall notify the Federal Mediation and Conciliation Service and the Employer of its intent to appeal the grievance. The Arbitrator shall be chosen by the alternate strike method. The fees and expenses of the Arbitrator shall be borne equally by the Employer and the Union.

Stewards, union representatives, aggrieved employees and necessary witnesses shall not suffer loss of any regular wage or benefit for time off the job while attending an arbitration proceeding. The arbitration shall issue a decision within thirty (30) days after submission of the case to him.

All decisions of the arbitrator and all pre-arbitration settlements reached between the Employer and the Union shall be final, conclusive and binding on the Employer, the Union and the employees. A grievance may be withdrawn by the Union at any time during the grievance procedure and such withdrawal or mutually settled grievance shall be without precedent or prejudice to any decisions of the parties as they relate to that grievance or any other grievances.

Section 11.04. The Union retains the right to modify or amend a grievance at any step of the Grievance Procedure. Any such modification or amendment shall be submitted in writing to the Employer and to the Arbitrator three days prior to the arbitration hearing.

Section 11.05. All employees are entitled to have union representation at all steps of the Grievance Procedure and no union representative, witness, nor grievant, shall suffer any loss of regular wages or benefits while attending a hearing or investigating or processing a grievance.

Section 11.06. A policy grievance which affects a substantial number of employees may be submitted directly to Step 2 of the Grievance Procedure.

## **ARTICLE 12 - CORRECTIVE ACTION**

Section 12.01. No employee shall be suspended or discharged except for just cause. All discipline must be corrective, progressive and uniform.

Section 12.02. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Before any suspension or discharge, without compensation, may be imposed all employees are entitled to a pre-disciplinary conference. The call to conference shall describe the charges in specificity, set a time and place for hearing not less than 48 hours from the time of the call to conference. The employee may be represented by the union and the conference will take place before a neutral hearing officer. The employee and his representative may investigate any potential discipline on work time and at the hearing may present evidence and witnesses and cross examine witnesses, The hearing officer shall generate a written report of fact within 48 hours of the hearing; however, he shall have no power to recommend discipline. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in the Agreement.

### **ARTICLE 13 - POSTING AND BIDDING**

Section 13.01. When a job vacancy or vacancies occur within the bargaining unit and the Employer intends to fill the vacancy, the Employer will post an announcement of such vacancy or vacancies on all Union bulletin boards. Said postings shall remain posted for a period of five (5) working days. The announcement shall contain the job title of the vacancy, a brief job description and the rate of pay, and the posting and bid deadline date.

Section 13.02. Any employee wishing to apply for the posted vacancy must submit his application in writing to the appointing authority by the end of the posting period in order to be considered for the position

Section 13.03. If more than one qualified employee applies for a vacancy, the vacancy, if filled, shall be awarded to the employee who has the most qualifications, skill, experience and ability to perform the work in question, as determined at the discretion of the Employer. If the qualifications, skill experience and ability of the two or more qualified applicants are substantially equal, departmental seniority shall govern.

Section 13.04. The effective date of the promotion shall be as soon as possible, but no later than thirty (30) days after the close the posting. The Employer will notify all applicants and the Union President, or his designee, of the selection.

Section 13.05. Nothing in the Article shall be construed to limit or prevent the Employer from temporarily filling a vacant or unattended position from the bargaining unit for a period of thirty (30) calendar days, pending the Employer's determination to fill the vacancy on a permanent basis. The employee shall receive the prevailing wage rate of the classification if his normal wage rate is lower than the temporary classification. If the employee's normal wage is higher than the temporary classifications, he shall receive his normal wage rate.

Section 13.06. An employee who is awarded a new job shall be required to satisfactorily complete a one hundred and eighty (180) day probationary period pursuant to ARTICLE 9.03 - PROBATIONARY PERIODS. He will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision than is required of other employees on the same or similar jobs. Employees awarded a job under these provisions will be given reasonable help and supervision.

Section 13.07. If no applications are received or if the Employer determines that none of the applicants are qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

Section 13.08. A "Vacancy" is defined as a job opening where the Township has increased the number of jobs available in a particular job classification or where an opening occurs in an existing job as a result of promotion, job bidding, leave of absence, quit, discharge, transfer or other termination of employment.

#### **ARTICLE 14 - LAYOFF AND RECALL**

Section 14.01. If it becomes necessary because of lack of work or lack of funds the Employer determines it is necessary to reduce the size of its work force such reduction shall be made in the following manner.

Section 14.02. Employees within the affected job classification shall be laid off according to their Township-wide seniority with the least senior being laid off first, providing that all students, temporary, part-time, seasonal and probationary employees within the affected job classification are laid off first in the above order.

Section 14.03. An employee who is laid off from one job classification may displace (bump) another employee with less seniority in an equal or lower rated job classification. A displaced employee may then exercise his right to displace (bump) another employee pursuant to the provisions of this section.

Section 14.04. An employee's right to displace (bump) another employee is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position into which he is attempting to bump. An employee who exercises his displacing (bump) rights shall receive the rate of pay of the position he displaces (bumps).

#### **ARTICLE 15 -SICK LEAVE**

Section 15.01. Crediting Sick Leave. Sick leave credit shall be earned at the rate of 4.6 (four and six tenths) hours for each eighty (80) hours worked. Unused sick leave shall accumulate without limit.

Section 15.02. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a personal leave in accordance with the appropriate section of this Agreement or the Family and Medical Leave Act or a combination of leaves.

Section 15.03. Charging Sick Leave. Sick leave shall be charged in minimum units of one (1) hour. An employee may be charged for sick leave only for days upon which he is scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 15.04. Uses of Sick Leave

Sick leave shall be granted to an employee for the following reasons:

1. Illness or injury of the employee or a member of his household for whom the presence of the

- employee is necessary.
2. Medical, dental or optical examination or treatment of employee.
  3. Pregnancy and/or childbirth and other related conditions.

Section 15.05. Notification. When an employee is unable to work he shall notify the supervisor or other designated person within one (1) hour before the time scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.

Section 15.06. Physician Statement. If medical attention is required the employee shall be required to furnish a statement from a licensed physician, medical practitioner or psychologist notifying the Employer that the employee was unable to perform his/her duties. Such physician statement shall be required for absence of three (3) days or more consecutive workdays due to illness.

Section 15.07. Physician Examination. The Employer may require an employee to take an examination conducted by a licensed physician or psychologist selected by the Union from a list of three (3) furnished by the Employer.

Section 15.08. One time during any and all employment with the Township, accrued and unused sick leave shall be paid to a bargaining unit employee at 100% of employee's present wage rate at retirement, disability retirement, or resignation as follows:

After 15 years service - 450 hours  
After 20 years service - 600 hours  
**After 25 years service - 750 hours**

If an employee dies while employed by the Township, the sick leave shall be paid to the surviving spouse or if no spouse survives to a dependent member of the employee's household at 100% as above.

### **ARTICLE 16- BEREAVEMENT LEAVE**

Section 16.01. In the event of a death in an employee's immediate family, an employee shall be granted a leave of three days with pay within one week of the death or when services are held. Immediate family for these purposes shall be defined as spouse, child, step child, parent, step parent, grand parent, brother, sister, half brother, half sister, parent in law, grandchild, sister in law, brother in law and any other person who has stood in loco parentis for the employee or for a person the employee has stood in loco parentis. **Employees on an extended sick leave or Worker's Compensation leave are not eligible for paid bereavement leave.**

Section 16.02. Should an employee need additional leave for bereavement purposes he may take sick leave but not more than two weeks.

### **ARTICLE 17-JURY DUTY/MILITARY LEAVE**

Section 17.01 Military Leave. Each employee is entitled to a leave of absence for military service in the National Guard or in the Reserve components of the Armed Forces of the United States of America for

field training or active duty not to exceed thirty one (31) days in any calendar year period and shall be paid during such absence for the difference between his regular salary and his military pay (excluding travel or sustenance allowances) for such period, with approval of the Township Trustees.

Section 17.02 Jury Duty. 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 his regular rate of pay for work absences necessarily caused by the jury or witness duty. To be eligible for said compensation the employee shall be responsible to provide proof of receipt (copy of check or check stub) of said jury or witness pay he receives for performing those services to the employer, upon which the employer will compensate the employee the difference at the next regular pay period.

## **ARTICLE 18 - UNPAID LEAVES OF ABSENCE**

Section 18.01. An employee who has completed one (1) year of continuous service with the Employer may be granted a leave of absence without pay because of injury, illness, educational purposes or other personal reasons including parenting leave. The decision to grant the leave or the length or the leave period are the sole discretion of the Employer with due consideration given to the reasons and evidence presented by the employee and the length of the time requested.

Section 18.02. All leaves of absence and any extension thereof must be applied for and granted in writing. Except in cases of emergency, the leave request shall be filed with the Township Trustees not later than two (2) weeks prior to the date on which leave is to start. Along with the request for the leave, he shall supply any available documentation in support of said leave. This documentation shall consist of medical proof of medical necessity in cases where the leave is for medical purposes and the specific reason for the leave when the leave is for other purposes. An employee will be notified in writing within (2) weeks from the date the application was made of the approval or disapproval of the leave. With the exception of seniority, an employee who is granted such a leave shall not accrue any benefits during his absence. These benefits include but are not limited to personal days, vacation and sick leave, hospitalization, etc.

Section 18.03. Leaves of absence will not be granted for the employee to seek employment with another employer, nor shall any employee work for another employer during the time period he is on leave. Any employee who works for another employer while on leave shall have his leave canceled immediately and be subject to disciplinary action. This provision shall not apply to employees on educational leaves who are employed as part of their education.

Section 18.04. When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work as determined by the Employer. The Employer may require a physical examination pursuant to ARTICLE 15 SICK LEAVE, Section 15.07 before returning to work.

Section 18.05. An employee may, upon request, return to work prior to the expiration of any leave of absence provided that such early return is agreed to by the Employer.

Section 18.06. Family and Medical Leave Act Employees who have worked for a minimum of twelve (12) months and twelve hundred fifty (1250) hours over the previous twelve month period shall be entitled to Family and Medical Leave as provided for by Federal statute. The employer shall require the

use of an employee's sick leave, (other than an employee may bank eighty (80) earned hours of sick leave) vacation and personal days at the time EMLA leave is taken by employee.

**ARTICLE 19- SERVICE CONNECTED DISABILITY**

Section 19.01. In the event any bargaining unit employee shall become disabled by sickness or injury while actually working for the Township of Champion, and such illness or injury resulted from the course of employment for which the individual is found to be eligible to receive temporary total disability benefits from the Workers Compensation Bureau, the employee shall receive his full regular pay less any compensation for weekly benefits received from the State of Ohio, Bureau of Workers' Compensation to a maximum of ninety (90) calendar days per injury, The employee shall remit all Bureau of Workers' Compensation checks, upon his receipt, to the township clerk in order to receive a regular pay check.

Section 19.02. To apply for benefits under Section 1 hereof; written application shall be made to the Township Trustees, accompanied by a certificate from registered physician stating that such employee is unable to work and that such disability arose in the scope and course of employee's employment. Before any employee shall make application under this article, he shall first make application for Workers' Compensation Benefits. He shall also complete any forms required by the Township and Bureau of Workers' Compensation. No employee shall be entitled to Employer-paid injury on duty benefits until this requirement has been completed.

Section 19.03. In the event the injury or disability is disallowed by the Bureau of Workers' Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave time or vacation time, unless such decision is overturned on appeal by a court of competent jurisdiction. If the employee does not have accumulated sick leave time or vacation time to cover either all or part of the time off up to and including the date the claim is disallowed, then any moneys paid to the employee by the Employer under this Article shall be repaid by the employee to the Employer.

**ARTICLE 20 - VACATION LEAVE**

Section 20.01. Bargaining unit employees are entitled to vacation with pay after one (1) year of continuous Service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

<u>Length of Service</u>	<u>Vacation Time</u>
1+ - 5 years	10 Days
5+ -10 years	15 Days
10+ -19 years	20 Days
19 + years	25 Days

Section 20.02. Vacation leave request for five (5) consecutive work days or more for the current calendar year shall be submitted at least thirty (30) calendar days prior to the requested date in writing to supervisor. Vacation leaves shall be awarded based on seniority and in accordance to the workload requirements as determined by the Employer, and such schedules shall not be arbitrarily adjusted to deny employee's vacations or to cancel vacations.

Section 20.03. Vacations may be taken in one day increments, however no more than five (5) days of an employee's vacation can be taken in less than five (5) day increments within a calendar year. Should an employee request vacation of less than five(5) days, such requests require prior approval of one (1) week prior to the dates requested. Advance notice may be waived in case of an emergency or unforeseen circumstances and may not be denied arbitrarily or capriciously.

Section 20.04. Approved vacation may not be canceled or altered by the Employer, except in case of emergency.

Section 20.05. Vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer shall permit an employee to accumulate vacation of one week into the next year. The accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee.

Section 20.06. Employees shall have the ability to be paid for accumulated vacation, up to one (1) week, at the end of the year, if such accumulated vacation was denied during the course of the year.

Section 20.07. Days specified as holidays in this Agreement shall not be charged to an employee's vacation leave.

Section 20.08. An employee is entitled to compensation at his current rate of pay for the prorated portion of any earned but unused vacation leave to his credit at the time of separation.

Section 20.09. In the case of the death of an employee the unused vacation leave to the credit of any such employee shall be paid to deceased employee's spouse and then to the estate if no spouse survives.

Section 20.10. Employees covered by this Agreement after one (1) year of service with the Department, shall be granted two (2) days of paid personal leave for each contract year. Written Application for use of personal leave must be submitted by the employee at least twenty four (24) hours in advance of the requested date. Personal leave will be granted if the work schedules permit said usage as determined by the Employer.

The personal days must be used during the contract year (May to May) in which it was earned or it is forfeited.

## **ARTICLE 21 - HOLIDAYS**

Section 21.01. All employees of the bargaining unit are entitled to the following holidays:

New Years Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Section 21.02. Should an employee work on an aforementioned holiday he shall be paid for the holiday at one and one half(1 1/2) times his hourly wage for the day worked. Bargaining unit employees shall be paid for eight(8) hours at their straight time hourly rate for each of the holidays listed in Section 21.01 when no work is performed on such holiday. Holiday shall be of twenty four (24) hour duration.

Section 21.03. In the event any of the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays falls on a Sunday, the Monday immediately following shall be observed as the holidays.

Section 21.04. For bargaining unit employees to receive holiday pay for those days listed in Section 2101 the employee must work his scheduled day preceding the holiday and his scheduled day succeeding the holiday, except if excused due to bereavement leave, sick leave with a doctor's verification and/or approved vacation, **or personal day.**

## **ARTICLE 22 - HOURS OF WORK/OVERTIME/AND CALL OUT PAY**

Section 22.01. The standard work week for all bargaining unit employees covered by the recognition contained in this Agreement shall be forty (40) hours, inclusive of a 20 minute daily lunch period. The work week shall be computed between 12:01 a.m. on Sunday of each calendar week and at 12:00 o'clock midnight the following Saturday and shall consist of five (5) consecutive eight (8) hour days. Posted hours normally are Monday through Friday, 7:30am to 3:30 pm. While it is management's right to schedule, changes from the normal work hours or days (other than overtime) shall be negotiated between the employer and bargaining unit.

Section 22.02. Each employee shall be granted a ten minute rest period with pay which will be scheduled whenever practical, approximately midpoint in the first half of the employee's regular work shift and shall be granted in the same manner for the second half of the day.

Section 22.03. When an employee is required by the Employer to work more than forty (40) hours in a week or more than eight (8) hours in a work day, as defined in Section **22.01** above, he shall be paid overtime pay for all time worked **(including bereavement, vacation and personal days)** in excess of the forty (40) hours or eight (8) hours per day. Overtime shall not be calculated in a work week **if** sick time **was utilized.**

Section 22.04. All hours paid in excess of eight (8) hours in any workday commencing with employee's starting time or forty (40) hours in any work week, as per Section 22.03, shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay.

Section 22.05. The Township shall be the sole judge of the necessity for overtime and reserves the right to mandate the same. The Township shall attempt to distribute overtime work in a fair and equitable manner, providing that such attempts do not impair the orderly and efficient operation of the Employer.

Section 22.06. When an employee is called out for an emergency, that does not result in an "early start", he shall be allowed four (4) hours of work or a minimum payment of four (4) hours at one and one half (1 1/2) times the hourly rate of the job for which he reported. Distribution of call out opportunities shall be in the same manner as overtime distribution and shall be done in a fair and equitable manner. Snow and ice control (from October through April) requires a minimum of three (3) employee's per week in an "on call" status. The employer will provide for a policy that allows employees, other than the three (3)

required, in any given week during this time frame an opportunity to be "off call" if desired, providing that such occurrences do not impair the orderly and efficient operation of the Employer. This will be rotated on a equalization basis.

Section 22.07. When an employee is called out and said call out results in a "early start", leading into his regular scheduled shift, he shall be allowed four (4) hours of work or a minimum payment of four (4) hours at one and one half(1 1/2) times the hourly rate of the job for which he reported providing he works his eight (8) hour ensuing scheduled shift.

Section 22.08. When an employee is available for call out pursuant to Section 22.06 the employee shall receive a stand-by payment of \$25.00 a week. Such stand-by pay will only be available to eligible employees from October 15 through April 15. Cell phones shall be issued to all eligible employees for receipt of call-out notification. Such payment shall be made retroactively to eligible employees to January 1, 2007.

### **ARTICLE 23 - MISCELLANEOUS**

Section 23.01. Uniforms, safety glasses, rubber boots, rainwear, earplugs, and gloves will be supplied by the Employer as they have in the past. The Employer will continue to maintain the uniforms.

Section 23.02. All employees will be required to wear OSHA approved steel toed shoes for which the Employer shall reimburse each bargaining unit member \$125.00 per year with proof of receipt for said steel toed shoes.

Section 23.03. Commercial Drivers License renewal fees shall be paid by the employer.

Section 23.04. Employees who have completed twenty-two (22) or more years of service may elect to convert sick leave and/or vacation leave to cash payment.

This conversion shall be limited to a maximum of three (3) years of earned benefits and the conversion shall be limited to the year in which the benefit is earned. Sick leave converted in this manner shall be deducted on an hour-for-hour basis from the maximum amount of severance pay outlined in Article 15, Section 15.08 (see example below). The conversion of vacation leave during this period shall result in a loss of vacation balance in the year it is earned; however, the conversion of sick leave shall have no effect on the total accrued balance available for the legitimate use of sick leave (see example).

#### Example of conversion:

An employee has an accrued sick leave balance of 1,000 hours and is eligible to earn 200 hours of vacation per year. The employee determines to convert all of his sick leave and 120 hours of vacation in each of the next three years. The results are as follows:

#### Year 1

<u>Sick Leave Balance</u>	<u>Severance Pay</u>	<u>Earned Vacation</u>	<u>Converted</u>	<u>Balance</u>
1000 hours	600 hours	200 hours	120 hours	80 hours
<u>- 0 hours</u>	<u>-120 hours</u>			

1000 hours                      480 hours                      Additional hours paid = 240 hours

Year 2

<u>Sick Leave Balance</u>	<u>Severance Pay</u>	<u>Earned Vacation</u>	<u>Converted</u>	<u>Balance</u>
1000 hours	480 hours	200 hours	120 hours	80 hours
<u>- 0 hours</u>	<u>-120 hours</u>			
1000 hours	360 hours	<u>Additional hours paid = 240 hours</u>		

Year 3

<u>Sick Leave Balance</u>	<u>Severance Pay</u>	<u>Earned Vacation</u>	<u>Converted</u>	<u>Balance</u>
1000 hours	360 hours	200 hours	120 hours	80 hours
<u>- 0 hours</u>	<u>-120 hours</u>			
1000 hours	240 hours	<u>Additional hours paid = 240 hours</u>		

**ARTICLE 24 - HEALTH CARE BENEFITS**

Section 24.01. The Employer shall continue to provide health, dental, **prescription coverage** and life insurance benefits for the duration of this Agreement.

Section 24.02. The Employer shall provide the level of benefits that are currently provided to by the Township health care insurance policy except that:

Each employee shall contribute an amount equal to 2% (two percent) of the employee’s total gross wages by way and means of a payroll deduction each of the pay periods throughout the term of this agreement, as a contribution to the health care benefits.

**The parties agree that the level of benefits shall not be modified prior to October 2013. At such time, such benefits may be modified by the Employer during the term of this agreement so long as such modifications do not result in an increased cost to the employee by greater than \$500 (five hundred dollars ) per family, and to any co-payment by \$5.00 ( five dollars).**

In the event an Employee is on a Paid or Unpaid Leave of Absence, the Employee shall be responsible for the contribution as outlined above, via payroll deduction or personal payment.

**Health Care Cost Containment and Advisory Committee**

**The Employer and employees shall convene a cost containment committee comprised of at least:**

- **One member from each bargaining unit in the Township**
- **one management staff person in the Township**
- **the Township Fiscal Officer, and**
- **one member of the Board of Trustees**

**for the purpose of reviewing and recommending improvements, changes, modifications, amendments and cost control measures to the Board of Trustees for changes in cost or coverage of hospitalization and medical benefits.**

**Any change of the current plan other than noted in Article 24.02, would require a ratification by the membership.**

Section 24.03. An employee, after completing a declination of insurance form, who opts out of the Employer provided benefit plan shall receive \$175.00 per month. He must demonstrate that he has other health care benefits available to him. Should his status change and he no longer has benefits available to him, he upon proving continuity of insurance shall be immediately reinstated to the Employer's plan pursuant to the bylaws and procedures of the Employer's insurer. Should he not prove continuity of insurance employee must then prove insurability.

### **ARTICLE 25 - WAGES AND LONGEVITY**

Section 25.01. All bargaining unit employees shall receive the following wage rates retrospectively and prospectively as of the date of each indicated year:

	<u>5/1/13</u>	<u>5/1/14</u>	<u>5/1/15</u>
Truck Driver/Laborer (class 1)*	<b>15.66</b>	<b>16.05</b>	<b>16.45</b>
Truck Driver/Laborer (class 2)	<b>17.84</b>	<b>18.29</b>	<b>18.74</b>
Operator/Laborer	<b>18.91</b>	<b>19.38</b>	<b>19.86</b>
Head Mechanic	<b>21.96</b>	<b>22.51</b>	<b>23.07</b>
Working Crew Chief	<b>19.68</b>	<b>20.17</b>	<b>20.67</b>

**\*bold wage equals 2.5% increase in each year of the contract**

**New full-time employees hired after May 1, 2013 will have an annual pay step as follows:**

- **In the first full year of service = 70% of the base for said calendar year of the contract**
- **In the second full year of the employee's service = 80% of base pay**
- **In the third year of the employee's service = 90% of base pay.**

\*Upon completion of one year, Truck Driver/Laborer (class 1) position to move if individual demonstrates proficiency in class 2 functions.

Section 25.02 Effective January 1, 2004, Employees, who have completed five (5) years of service with the Employer shall be paid a longevity rate of \$2.00 per month per each year of service. (i.e. 5 yrs.

x 12). This amount shall be calculated as an hourly rate using the following formula, 5 yrs. x 12 ÷ 2080, and the resultant amount shall be added to the employee(s)' hourly rate of pay and shall be paid on all hours in pay status. Employee's completing ten (10) years of service shall be paid a longevity rate of \$3.00 per month per year of service. Employee's completing 20 years of service shall be paid a longevity rate of \$4.00 per month per year of service. **Employees hired after May 1, 2013 shall not be eligible for longevity.**

**ARTICLE 26 - SALARY REDUCTION PERS PICK-UP**

Section 26.01. The Employer shall adopt by resolution of the Board of Township Trustees a public Employment Retirement System (PERS) Salary Reduction Method pick-up for the employees of the Champion Township Road Department. The Employer shall submit the plan to PERS and do all such other things as may be necessary to have the plan made acceptable to PERS and the Internal Revenue Service. Once the Board of Trustees adopt the referenced resolution, the employees of the department shall give their irrevocable written assent to this pick-up method before the Employer is obligated to seek PERS approval.

Section 26.02. The Employer shall pay on behalf of each bargaining unit member, five percent (5%) of the Employee's share of the PERS pension contribution. **Employees hired after May 1, 2013 shall not be eligible for Employer provided PERS pick-up.**

**ARTICLE 27 - HEALTH AND SAFETY**

Section 27.01. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to make every reasonable effort to provide safe working conditions and working methods for his employees. The employee (s) accept (s) the responsibility to maintain his tools, equipment and work area in a safe and proper manner and accepts the responsibility to follow safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the employee's supervisor as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions and will make every reasonable effort to correct any which are found. Failure to report a known unsafe working condition or unsafe conduct may subject an employee to disciplinary action.

**ARTICLE 28 - DURATION**

Section 28.0. This Agreement shall become effective on the **May 1, 2013** and, shall continue in full force and effect along with any amendments made in connection hereto until midnight **April 30, 2016.**

DATE ADOPTED:

APPROVED BY BARGINING EMPLOYEES

James C. Murphy Date 7-11-13  
John Andriette Date 7/11/13  
\_\_\_\_\_ Date \_\_\_\_\_

APPROVED BY AFSCME OC8:

*Debra Budas, Secretary* Date 7/1/23

APPROVED BY CHAMPION TOWNSHIP TRUSTEES

*[Signature]* Date 7/16/23

*[Signature]* Date 7/12/23

**JOB DESCRIPTION**  
**WORKING CREW CHIEF**

**GENERAL STATEMENT OF JOB DUTIES:** Works under general supervision of Road Supervisor and performs all of the same duties as the OPERATOR/ LABORER while assisting in the daily direction of the workforce.

Assumes the duties of the Road Supervisor in his absence.

Operates large equipment to assist with Township highway maintenance operations; performs unskilled and semi skilled labor, cemetery maintenance and other related duties as required.

**QUALIFICATIONS:** Any combination of training and work experience which indicates possession of the skills, knowledge and abilities listed below.

An example of an acceptable qualification for this position is:

Completion of High School Diploma or G.E.D. equivalent and two years experience in the operation of heavy highway maintenance equipment, or equivalent. This position requires light and heavy lifting of over 75 lb., working in close space area, awkward positions and may be subject to adverse conditions, such as working in water, mud, extreme heat, below freezing temperatures and humid weather conditions. Must possess a valid Commercial Driver's License class "A" (C.D.L.) and may be required to be bonded in the state of Ohio. Must pass physical examination including drug and alcohol screening.

**EXAMPLES OF WORK:** (Illustrative only)

The duties listed below are intended to depict tasks inherent to this classification, but are not all inclusive.

Operates grader, backhoe, roller and other related equipment to replace culverts, clean ditches, grade road surfaces, roll blacktop, prepare cemetery grave sites, etc. Operates crane to load, unload or position steel beams, culverts, cribbing etc. Operates dump truck to plow snow and spread cinders during snow and ice control and to haul road maintenance and repair materials to and from work site; operates front end loader to clean ditches and creeks.

Performs general and preventative maintenance on equipment, e.g., checks fluid levels, lubricates fittings, etc.; assists with Mechanic with complex repairs as required, changes flat tires.

Performs unskilled and semi-skilled labor as necessary, e.g., cuts brush with chain saw, shovels and rakes road materials, flags traffic around job sites, cemetery maintenance and any other various tasks as required, etc.

**KNOWLEDGE, SKILLS AND ABILITIES:** Knowledge of safety practices and procedures; highway maintenance, methods and procedures; state motor vehicle laws; ability to follow oral and written instructions, skill in operation of large heavy maintenance equipment.

Skill in operation of light motorized equipment.

Knowledge of routine equipment maintenance and repair procedures; ability to use common hand tools; identify minor equipment maintenance problems and determine need for repair; develop and maintain working relationships with associates and supervisor.

Exposed to hot humid heat during summer months, below freezing temperatures during winter months; subject to call out at various hours after work including weekends for emergencies as required under illustrative duties; perform heavy manual work for extended periods; must be capable of light and heavy lifting of over 75 lb.

DATE ADOPTED:

DATE REVISED:

APPROVED BY EMPLOYER: \_\_\_\_\_ DATE \_\_\_\_\_, \_\_\_\_\_

APPROVED BY UNION: \_\_\_\_\_ DATE \_\_\_\_\_, \_\_\_\_\_

APPROVED BY AFSCME OCS: \_\_\_\_\_ DATE \_\_\_\_\_, \_\_\_\_\_

**JOB DESCRIPTION**  
**HEAD MECHANIC**

**GENERAL STATEMENT OF DUTIES:** The Head Mechanic performs skilled work of the master mechanic level in the repair and maintenance of a variety of passenger automobiles, trucks and heavy motor equipment; does other Operator/Laborer Truck Driver/Laborer related work as required; such as road work and snow/ice removal as necessary. The work is performed under the general supervision of the Road Supervisor but oversees all personnel who work within the shop, scheduling and coordination of vehicles and equipment maintenance / repairs, paperwork, time keeping and book keeping and all supplies and equipment assigned to the shop.

**QUALIFICATIONS:** Employees in this class perform highly skilled tasks in the repair and maintenance of a wide variety of automotive and other equipment. Completion of High School Diploma or G.E.D. equivalent, possess a Commercial Drivers License class "A" (CDL) and may be required to be bonded in the state of Ohio. Possess leadership abilities and interpersonal skills Must pass physical examination including drug and alcohol screening.

**EXAMPLES OF WORK:** (Illustrative only)

Performs preventive maintenance on all the Township automotive equipment;  
Repairs and rebuilds gasoline and diesel engines. Standard and automatic transmissions, differentials, air and hydraulic brakes, power steering and electrical and hydraulic systems;  
Maintenance and repairs bulldozers, graders, loaders, sweepers, compressors, rollers, trucks, cars and other unique Township equipment;  
Repairs, redesigns, remodels and refinishes equipment;  
Orders and picks up parts and other material as needed and/or directed.  
Assists in the writing of specification for the purchase of trucks and other equipment;  
Keeps maintenance and purchasing records for all equipment maintained.  
Operates lathe, drill press, power saws, metal brake cut off machine, hydraulic presses and other machine shop equipment;  
Inspects the work of other mechanics and helpers.  
Performs Operator/Truck Driver/Laborer work related duties as may be necessary  
May be required to assume Crew Chief responsibilities as deemed necessary.

**KNOWLEDGE, SKILLS AND ABILITIES.** Thorough knowledge of methods, practices and processes of repairing and overhauling automobiles, trucks and especially heavy or complex road machinery; considerable ability in detecting mechanical troubles in automotive equipment; mental awareness; good powers of observation; initiative and resourcefulness in meeting emergency repair problems; ability to instruct and supervise the work of others; good physical condition.

**ACCEPTABLE EXPERIENCE AND TRAINING:** Extensive journeyman experience in the repair and maintenance of automotive equipment experience as a master mechanic, and completion of a standard high school course supplemented by general shop and automotive repair work training; or any equivalent combination of experience and training which provides the required knowledge, skills and abilities.

Exposed to hot humid heat during summer months, below freezing temperatures during winter months; subject to call out at various hours after work including weekends for emergencies as required under illustrative duties; perform heavy manual work for extended periods; must be capable of light and heavy lifting of over 75 lb.

DATE ADOPTED:

DATE REVISED:

APPROVED BY EMPLOYER: \_\_\_\_\_ DATE \_\_\_\_\_, \_\_\_\_\_

APPROVED BY UNION: \_\_\_\_\_ DATE \_\_\_\_\_, \_\_\_\_\_

APPROVED BY AFSCME OCS: \_\_\_\_\_ DATE \_\_\_\_\_, \_\_\_\_\_

**JOB DESCRIPTION**  
**OPERATOR/LABORER**

**GENERAL STATEMENT OF JOB DUTIES:** Works under general supervision of Road Superintendent, Operates large equipment to assist with Township highway maintenance operations; performs unskilled and semi skilled labor, cemetery maintenance and other related duties as required.

**QUALIFICATIONS:** Any combination of training and work experience which indicates possession of the skills, knowledge and abilities listed below.

An example of an acceptable qualification for this position is:

Completion of High School Diploma or G.E.D. equivalent and two years experience in the operation of heavy highway maintenance equipment, or equivalent. This position requires light and heavy lifting of over 75 lb., working in close space areas, awkward positions and may be subject to adverse conditions, such as working in water, mud, extreme heat, below freezing temperatures and humid weather conditions. Must possess a valid Commercial Driver's License class "A" (CDL) and may be required to be bonded in the state of Ohio. Must pass physical examination including drug and alcohol screening.

**EXAMPLES OF WORK:** (Illustrative only)

The duties listed below are intended to depict tasks inherent to this classification, but are not all inclusive.

Operates grader, backhoe, roller and other related equipment to replace culverts, clean ditches, grade road surfaces, roll blacktop, excavates and prepares cemetery grave sites, etc. Operates crane to load, unload or position steel beams, culverts, cribbing, etc. Operates dump truck to plow snow and spread cinders during snow and ice control and to haul road maintenance and repair materials to and from work site; operates front end loader to clean ditches and creeks.

Performs general and preventative maintenance on equipment, e.g., checks fluid levels, lubricates fittings, etc.; assists with Mechanic with complex repairs as required, changes flat tires.

Performs unskilled and semi-skilled labor as necessary, e.g., cuts brush with chain saw, shovels and rakes road materials, flags traffic around job sites, cemetery maintenance and any other various tasks as required, etc.

**KNOWLEDGE, SKILLS AND ABILITIES:** Knowledge of safety practices and procedures; highway maintenance methods and procedures; state motor vehicle laws; ability to follow oral and written instructions, skill in operation of large heavy maintenance equipment;  
Skill in operation of light motorized equipment.

Knowledge of routine equipment maintenance and repair procedures; ability to use common hand tools; identify minor equipment maintenance problems and determine need for repair; develop and maintain working relationships with associates and supervision.

Exposed to hot humid heat during summer months, below freezing temperatures during winter months; subject to call out at various hours after work including weekends for emergencies as required under illustrative duties; perform heavy manual work for extended periods; must be capable of light and heavy lifting of over 75 lb.

DATE ADOPTED:

DATE REVISED:

APPROVED BY EMPLOYER: \_\_\_\_\_ DATE \_\_\_\_\_, \_\_\_\_\_

APPROVED BY UNION: \_\_\_\_\_ DATE \_\_\_\_\_, \_\_\_\_\_

APPROVED BY AFSCME OCS: \_\_\_\_\_ DATE \_\_\_\_\_, \_\_\_\_\_

**JOB DESCRIPTION**  
**TRUCK DRIVER/LABORER**

**GENERAL STATEMENT OF JOB DUTIES:** Under general supervision or Road Superintendent, operates dump truck to haul road materials; plows snow and spreads cinders during snow and ice control; performs unskilled and semi-skilled labor; cuts grass and performs other related duties as required.

**QUALIFICATIONS:** Any combination of training and work experience which indicates possession of the skills, knowledge and abilities listed below.

An example of an acceptable qualification for this position is:

Completion of High School Diploma or G.E.D. equivalent in addition to one year experience in the operation of light equipment or equivalent. Must possess a valid Commercial Driver's License class "A" (C.D.L) and may be required to be bonded in the state of Ohio. Must pass physical examination including drug and alcohol screening.

**EXAMPLE OF WORK:** (Illustrative only)

The duties listed below are intended to depict tasks inherent to this classification, but are not all inclusive.

Operates standard shift (manual transmission) gasoline and diesel dump truck to haul road materials to and from work sites, e.g., dirt, gravel, ash, cinders, road grindings, pipe, etc.; operates front end loader to load trucks; operates tractor-mowers, roller and chipping box, gasoline powered weed cutters and lawn mowers to cut weeds and grass on Township roads and Township garages, Plows snow and spreads cinders onto Township roads during snow and ice control.

Performs various manual labor tasks such as shoveling and raking road materials, uses gasoline powered chain saw and wood chipper to cut brush, trees, etc.; uses various hand tools to clean, remove and replace culverts and catch basins. Install and removes snow fence, flags traffic around job sites, assists operator in preparation of cemetery grave sites and general maintenance etc., and other various tasks as required.

Performs preventative maintenance on equipment such as check fluid levels, lubricates fittings, cleans inside and outside of vehicle and Township garages, assists mechanics with repair work as required, changes flat tires, sweeps floors, empties trash, maintains an orderly work area. Must be capable of performing various manual tasks requiring light to heavy lifting of over 75 lbs.; must be capable of climbing in and out of dump truck beds and Various other equipment such as tractors, front end loaders, etc.

**KNOWLEDGE, SKILLS AND ABILITIES:** Knowledge of safety practice and procedures highway maintenance methods and procedures, state motor vehicle laws; ability to follow oral and written instructions; operate light motorized equipment; exposed humid heat during summer months, below freezing temperatures during winter months; subject to call out at various hours during night or day after normal work day, including weekends for emergencies such as snow and ice control, flooding, winds and other weather conditions.

Knowledge of use of common hand and small motorized tools; perform heavy manual labor including lifting, pushing, pulling for extended periods of time; develop and maintain working relationships with associates and supervisors.

Knowledge of routine equipment maintenance and repair procedures; ability to identify minor equipment maintenance problems and determine need from repair; make minor adjustments and repair as needed.

DATE ADOPTED:

DATE REVISED:

APPROVED BY EMPLOYER: \_\_\_\_\_ DATE \_\_\_\_\_, \_\_\_\_\_

APPROVED BY UNION: \_\_\_\_\_ DATE \_\_\_\_\_, \_\_\_\_\_

APPROVED BY AFSCME OCS: \_\_\_\_\_ DATE \_\_\_\_\_, \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
AFSCME Local 74, Ohio Council 8, AFL-CIO  
and  
Champion Township Trustees

September 8, 1998

The parties hereby agree that Truck/Driver Laborer Kevin Smith for purposes of the collective bargaining agreement shall be considered a Truck/Driver Laborer 2.

For the Union

For the Employer

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MEMORANDUM OF UNDERSTANDING

AFSCME Local 74, Ohio Council 8, AFL-CIO

and

Champion Township Trustees

September 8, 1998

The parties hereby agree the Township will hire a Road Supervisor within sixty (60) days of the ratification of this collective bargaining agreement. Luther Schwab, current Working Crew Leader, will train the Road Supervisor for a period of ninety (90) days in the aggregate, not necessarily in a continuous period.

For the Union

For the Employer

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