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COLLECTIVE BARGAINING AGREEMENT

By and Between

TUSCARAWAS TOWNSHIP BOARD OF TRUSTEES

-And-

GENERAL TRUCK DRIVERS AND HELPERS LOCAL UNION NO. 92

July 1, 2012 through June 30, 2015

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ARTICLE 1 – Purpose

This Agreement is hereby entered into by and between the Board of Trustees of Tuscarawas Township, Stark County, Ohio, hereinafter referred to as the "Employer," and General Truck Drivers and Helpers Local Union No. 92 (affiliated with the International brotherhood of Teamsters) hereinafter referred to as the "Union." In an effort to continue harmonious and cooperative relationships with its employees and insure the orderly and uninterrupted efficient operation of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purpose, among others, the following:

1. To recognize the legitimate interests of the employees and the Employer to participate through collective bargaining in the determination of terms and conditions of employment, as required under O.R.C. 4117. This Agreement pertains to all employees within the bargaining unit defined herein.

2. To promote fair and reasonable working conditions.

3. To promote individual efficiency and service to the citizens of Tuscarawas Township, Stark County, Ohio and to attract and retain qualified employees by providing competitive wages and benefits.

4. To avoid interruption or interference with the efficient operation of the Employer's business.

5. To provide a basis for the peaceful and equitable adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 2 – Union Recognition

A. The Employer hereby recognizes General Truck Drivers and Helpers Local Union No. 92 as the sole and exclusive representative for all full-time employees of the Road and Bridge Department in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals, employed permanent, full-time, in and holding the following classifications: Road Maintenance and Road Department to include foreman, assistant foreman, CDL qualified truck driver, large equipment operator, road laborer and small equipment operator and to exclude all other employees of Tuscarawas Township, Stark County, Ohio.

B. Notwithstanding the provisions of this Article, the Road and Bridge Department Head, management employees, supervisory employees, part-time and seasonal employees shall not be included in the bargaining unit.

ARTICLE 3 – Union Security

A. The Employer and the Union agree that membership in the Union is available to all employees occupying classifications as has been determined by this Agreement to be appropriately within the bargaining unit upon the employee's successful completion of a ninety (90) day probation period.

   1. The Employer, upon written authorization of the employee, shall deduct the required initiation fees and dues from new employees as follows:

      a. No initiation fees or dues shall be deducted during the first thirty one (31) days of employment.
      b. The sums to be deducted shall be deducted from the employee's paydays during the first ninety (90) days of employment beginning from the 32nd day.
      c. The sums deducted shall be remitted by the Employer to the Union, upon their deduction, and, in the event the employee shall be discharged within the ninety (90) day trial period, the Union shall refund to the employee all initiation fees deducted, upon written notice by the employee to the Union.

B. The Employer agrees to deduct regular Union membership dues, fees and assessments, once each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will request the Clerk to deduct dues from the payroll checks for the next pay period following the pay period in which the authorization was received by the Employer and which Union dues, fees and assessments are deducted.

C. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of dues, fees and assessments, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claim, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

D. The Employer shall be relieved from making such individual "check-off" deductions upon: (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed unpaid leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

E. The Employer shall not be obligated to make deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

F. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction will normally be made by deducting the proper amount if the deduction does not exceed a total of two (2) months regular dues from the pay of any Union member. The Employer will not deduct more than one (1) month's regular dues from a month's regular pay.

G. The rate at which dues are to be deducted shall be certified to the Township Clerk by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the Township Clerk prior to making any changes in an individual's dues deductions.

H. The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.

I. Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement unless the eligible employee certifies in writing by certified mail to the Employer and the Union that the dues check-off authorization has been revoked, at which point the dues deduction will cease effective the pay period following the pay period in which written dues deduction revocation was received by the Employer.

J. The Union shall provide to the Employer an official roster of its local Union steward, which is to be kept current at all times. The Employer will notify the Union within thirty (30) days upon hiring any new employee(s) in this bargaining unit.

ARTICLE 4 – Fair Share Fee

A. All current members of the bargaining unit and all other members, current or new, shall at their option:

1. Maintain membership in the Union,
2. Become members of the Union, or
3. Pay a fair share service fee to the Union in the amount not to exceed the normal dues and in accordance with Ohio Revised Code Section 4117.09.

B. Fair share fees shall be deducted by the Employer in the same manner as dues deduction as provided in Article III of this Agreement.

ARTICLE 5 – Management Rights

A. The Union shall recognize the right and authority of the Employer to administer the business of the Township and, in addition to other functions and responsibilities which are required by the law, the Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Township, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management and, more particularly, including but not limited to the following:

1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discipline, demote, to discharge for just cause, and to maintain order among employees;

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

3. To determine the Township's goals, objectives, program and services, and to utilize personnel in a manner designed to effectively meet these purposes;

4. To determine the size and composition of the work force and the Township's organizational structure;

5. To determine work schedules and to establish the necessary work rules for all employees;

6. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;

7. To maintain the security of records and other pertinent information;

8. To determine and implement necessary actions in emergency situations;

9. Effectively manage the work force.

B. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer.

ARTICLE 6 – No Strike/No Lockout

In as much as this Agreement provides a mechanism for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Tuscarawas Township.

Therefore:

1. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members during the life of this Agreement.

2. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section (A)(1) of this Article.

ARTICLE 7 – Non-Discrimination

The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, religion, national origin, age, sex, disability, and involvement or non-involvement in the Union in accordance with state, federal and constitutional law. Employees who allege a violation of this Article have as their exclusive remedy the grievance and arbitration procedure. The Township Sexual Harassment Policy is incorporated herein by reference.

ARTICLE 8 – Grievance Procedure

A. **Purpose**

The grievance procedure is a formal mechanism intended to ensure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation. The Parties agree that the terms and conditions of this Agreement are binding on both the Employer and the Union.

B. **Definitions**

1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the express written provisions of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters which are controlled by the provisions of the United States or Ohio Constitutions or by specific provisions of the Ohio Revised Code.

2. For purposes of counting time under this procedure, "working days" as used in the procedure shall mean calendar days excluding Saturdays, Sundays and legal holidays.

3. All grievances must be processed at the proper step in order of progression to be considered at the subsequent step.

4. A "grievant" is an employee or group of employees within the bargaining unit of the Union.

C. **Rights of the Grievant and Union**

1. A grievance may be brought by any member of the bargaining unit or the Union. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group shall process the grievance.

2. The Union or the employee may withdraw the grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements of any step to lapse without further appeal. Such withdrawal does not prejudice another employee or the Union from filing the same or similar grievance in the future.

3. All written grievances must be filed on the Grievance Procedure Form attached hereto as Exhibit "A" and contain the following information to be considered:

   a. Aggrieved employee's name, address and signature
   b. Aggrieved employee's classification
   c. Date grievance was first discussed with Trustee
   d. Date grievance was filed in writing
   e. Date when grievant first became aware of grievance
   f. Description of incident giving rise to the grievance
   g. Articles and Sections of Agreement violated
   h. Remedy sought

4. When an employee covered by this Agreement represents himself in a grievance, no settlement shall be in conflict with any provisions of this Agreement unless the employee expressly waives such conflict in writing. A written copy of such settlement shall be provided to the Union. An employee may choose one (1) other employee, which shall be a Union Steward, to accompany him in Step 2 and 3 of the grievance procedure.

D. **Procedure**

Step 1 Within seven (7) working days of the time the grievant becomes aware of the alleged grievance, the grievant shall present the grievance in writing on the attached Grievance Procedure Form to the President of the Board of Trustees or an authorized designee. The President of the Board of Trustees or its authorized designee shall provide a written answer to the grievant within ten (10) working days after presentation of the grievance.

Step 2 – Township Trustees: If the Union or the employee and the President of the Board of Trustees or the authorized designee are unable to resolve the alleged grievance at the Informal Step, the Union or employee may process the grievance to Step 2 of this procedure. The Union or the employee must present the grievance in writing on the attached Grievance Procedure Form to the Board of Township Trustees within five (5) working days after receiving the Step 1 reply.

The Board of Township Trustees, or their designee shall investigate the grievance, meet with the grievant, and attempt to adjust the matter and shall respond to the grievant with a written answer within fourteen (14) working days following the meeting, providing a copy to the grievant and Union.

Step 3 – Arbitration: If the grievant or the Union is not satisfied with the disposition at Step 2, the grievant may, within five (5) days after the first meeting of the Board of Trustees and the business representative of the Union, the grievance may be submitted to arbitration. The arbitrator shall be selected by the alternate strike method from a list of seven (7) names submitted by the Federal Mediation and Conciliation Services. The Union shall be the first to strike.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to adhere to the interpretation, application, or enforcement of those specific Articles and/or Sections of this Agreement in question. The arbitrator's decision will be consistent with applicable laws. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter in non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be place before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. The decision of the arbitrator shall be final and binding on both the Employer and the Union.

The cost of the arbitrator shall be shared equally by the Employer and the Union. Each party shall be responsible for its own cost of case preparation, presentation and court reporter.

E. **Time Limits**

The time limits provided herein will be strictly adhered to, and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time, the grievance shall automatically advance to the next step of the procedure. The time limits specified for either party may be extended only by written mutual agreement.

ARTICLE 9- Reporting to Work and Lateness

A. All employees will be required to clock in and out each time that he/she reports to work. Each employee is required to punch in his/her own time card. Clocking in or clocking out for another employee may be grounds for disciplinary action for both employees involved. In case the time clock is not functioning properly, only the Department Foreman, or if there is not one, President of the Board of Trustees or an authorized designee shall write in the required time.

B. Each employee shall also be required to clock in and out for each 30 minute unpaid meal break described in Article 15, paragraph "C" of this Contract. The same requirements for use of the time clock as set forth in the preceding paragraph shall apply.

C. Employees who are frequently late to work are subject to reprimand, suspension or discharge.

D. Absences for any reason must be reported to the President of the Board of Trustees or an authorized designee within thirty (30) minutes after the scheduled starting time.

ARTICLE 10 – DISCIPLINE

A. No employee shall be disciplined except for "just cause." In any meeting with an employee in which the findings may lead to disciplining the employee a Union officer must be present if requested by the employee. Employees may not be suspended or discharged without a Union officer present. There may be a suspension of an employee while the Employer investigates the situation, if the Employer determines that the employee is not to work, the employee may be on an unpaid leave until the investigation is completed.

B. The Employer shall use progressive discipline and the following step normally will be followed:

First offense	Verbal warning
Second offense	Written reprimand
Third offense	Up to three (3) days suspension
Fourth offense	Up to fifteen (15) days suspension
Fifth offense	Termination

C. The above schedule of progressive discipline shall not apply to major disciplinary offenses. A major disciplinary offense is defined as conduct involving moral turpitude, e.g. stealing, gross misconduct, insubordination, fighting, or any other intentional act which in general arbitration law is subject to immediate termination.

D. Provided that during any calendar year (January 1 – December 31) an employee receives no more than three (3) disciplinary verbal warnings and/or written reprimands, and otherwise no other disciplinary actions, then on January 1 of the following year, such three (3) or fewer verbal warnings and/or written reprimands shall be expunged from that employee's personnel file.

ARTICLE 11 – Use and Operation of Township Equipment

A. **Commercial Driver's License:**

Employees in the classification of Truck Driver/Large Equipment Operator or greater and any other employees who operates a township commercial vehicle shall be required to maintain a valid Commercial Driver's License. Records of accidents shall be kept by the Board of Trustees and a copy of same shall be provided to the Township Clerk. The Township Drug and Alcohol Policy is incorporated herein by reference.

All employees of Tuscarawas Township, while operating any motor vehicle on township business, shall comply with all Department of Highway Safety, State of Ohio, laws and regulations including seat belt laws and regulations. The Township Vehicle Use Policy shall be adhered to by all Road and Bridge Department employees.

B. **General Conditions:**

1. All Township vehicles and equipment shall be used solely for Township purposes.

2. All Township vehicles and equipment shall be housed on Township property, unless otherwise authorized by the Board of Trustees.

3. No person(s) other than qualified hourly Township employees shall operate any Township vehicles or equipment, except that supervisors and Trustees may do so in an emergency or necessary occasion, or when all of the qualified hourly Township employees are not available.

4. All Township employees shall operate Township vehicles and equipment in a safe and proper manner. Any employee who is found operating any vehicle and/or equipment in an improper and/or unsafe manner shall be subject to immediate discipline.

5. No Township vehicle or equipment shall be used under any circumstance for any private or non-Township purpose by any Township employee.

6. The Township Drug and Alcohol Policy is incorporated herein by reference.

ARTICLE 12 – Holiday Pay/Personal Leave

A. All full time employees shall receive the following paid holidays for the days designated:

New Year's Day	the first day of January
Martin Luther King Day	the third Monday in January
President's Day	the third Monday in February
Memorial Day	the last Monday in May
Independence Day	the fourth day of July
Labor Day	the first Monday in September
Columbus Day	the second Monday in October
Veteran's Day	the eleventh day of November
Thanksgiving Day	the fourth Thursday in November
The Friday following Thanksgiving Day	
Christmas Day	the twenty fifth day of December

B. If any day designated as a paid holiday falls on Sunday, the next succeeding work day (Monday) is the paid holiday. If any day designated as a paid holiday falls on a Saturday, the preceding work day (Friday) is the paid holiday.

C. Twenty four (24) hours of paid personal leave shall be granted to each employee covered by this Agreement per calendar year. Personal leave may be used for any reason. The use of personal leave shall be in not less four (4) hour increments. The use of personal leave will be only with the prior approval of the Board of Trustees. Employees who are on vacation during a week in which a holiday falls shall receive an additional eight (8) hours pay at their regular straight time hourly rate, or take an additional day with pay at the beginning or ending of vacation in which the holiday falls.

D. Employees who qualify for holiday pay shall receive eight (8) hours of holiday pay for each of the foregoing holidays. Employees who must work on a holiday shall receive pay at one and one half (1 ½) their hourly rate of pay for that day for those hours actually worked on that holiday.

ARTICLE 13 – Vacation Pay

A. All full time employees shall be entitled to vacation in the following manner:

Anniversary Date	Period of Vacation
Less than one (1) year	0 days
1 – 2 years	5 days
3 – 10 years	10 days
11 – 17 years	15 days
18 – 24 years	20 days
Over 25 years	25 days

B. For the purpose of administering vacations, the work week shall be Monday through Friday, and all days included therein shall be deemed workdays. (One week of full time employees: Monday – Friday).

C. Anniversary date shall be the last date of hiring by the Township.

D. The vacation schedule period shall be from January 1 to December 31 of each year.

E. Vacation may be taken in four (4) hour increments.

F. Vacation requests must be approved by the Board of Trustees. A request for annual vacation leave should be submitted by the employee prior to the last regularly scheduled Board of Trustee meeting in June of each year. Vacation requests shall be determined based upon department seniority, except that if the vacation leave request has not been timely made as set forth, then vacation requests shall be determined on a first employee to make such request, and seniority shall not apply. Annual vacation will be taken at such time as the employee and the Board of Trustees or its authorized designee mutually agrees. Two bargaining unit employees may be off the same week with the approval of the Trustees.

G. Annual vacation leave is earned during the time the employee is on active pay status. It shall not be earned while on unpaid leave of absence, unpaid military leave, or while working on a part time basis.

H. The employee shall have the right to use vacation leave pay in lieu of sick leave pay in the event that the employee's accrued sick leave is 240 hours or less. It shall be the employee's responsibility to make such request to the Township Clerk in a timely fashion in order that payroll records may appropriately reflect the correct category of the affected pay period.

I. All accrued vacation leave time shall be taken in the year in which it was accrued, except by mutual agreement of employee and Township Trustees, employee may elect to receive accrued vacation leave pay in lieu of vacation time off. Such a request by employee shall be made no later than November 1 of each calendar year.

ARTICLE 14 – Sick Leave Pay

A. Sick Leave Accumulation

Employees on active pay status (working, on vacation, or on approved sick leave) accrue sick leave of 4.6 hours with pay (approximately 1 ¼ days per month) for eighty (80) hours of active pay status. No sick leave accrues, however, for any employee as to overtime work in which is work in excess of eight (8) hours per day, or in excess of forty (40) hours per week of active pay status.

B. **Use of Sick Leave**

Sick leave may be used, provided a credit balance is available and upon approval of the Board of Trustees or its authorized designee for the following reasons:

1. Absences due to personal illness, injury, or disability.

2. Examination of the employee, including medical, psychological, dental, or optical exams, by an appropriate medical practitioner.

3. Exposure to contagious diseases that could be communicated to other employees.

4. Examinations for an illness or injury or a pregnancy-related condition of a member of the employee's immediate family by an appropriate practitioner when the employee's presence is reasonably necessary.

5. Family emergency resulting from illness or injury to an employee's spouse, children, or other dependents residing in the employee's household. Such illness or injury must require the employee's presence at home or at the health care provider.

C. Unused Sick Leave

Unused sick leave shall be cumulative up to 960 hours. When sick leave is used, it shall be deducted from the employee's credit based on one hour for every one hour of absence from previously scheduled work. Sick leave shall be used in increments of no less than two (2) hours. Unused sick leave shall be cumulative to 800 hours for all employees hired after July 1, 2011.

D. Use of Sick Leave

The employee shall submit to the Board of Trustees or its authorized designee a satisfactory written, signed statement, on the form supplied by the Employer, to justify the use of sick leave before returning to work. The Board of Trustees may require the employee to furnish a physician's statement related to the illness if absent three (3) or fewer working days. An employee absent five (5) consecutive working days or more is required to furnish a medical statement from his/her physical or other professional verifying the illness, the employee's inability to perform his/her required duties, and the employee's expected date of recovery.

E. Abuse of Sick Leave

If an employee abuses sick leave in a pattern, per examples noted in the paragraphs below under definitions, Pattern Abuse may be suspected. If Pattern Abuse is suspected the Board of Trustees or its authorized designee will notify the employee and Union in writing that Pattern Abuse is suspected. The notice will invite the employee to explain, rebut, or refute the pattern abuse claim. A meeting between the employee, Union, and the Board of Trustees or its authorized designee shall be held to determine if there is an actual abuse of sick leave.

Pattern Abuse Definitions
Before and/or after holidays
Before and/or after weekends or regular days off
After pay days
Any one specific day
Absence following overtime worked
Half days
Concerted use of sick leave with others
Other situations where past history of facts do not Substantiate legitimate use of sick leave.

Unauthorized Use of Sick Leave
Failure to notify the Board of Trustees or its designated designee of Medical Leave
Failure to complete standard sick leave form
Failure to provide physician's verification when required
Fraudulent physician verification

F. Paid holidays falling during a sick leave shall not be charged as sick leave time.

ARTICLE 15 – Work Week

A. Work Week

The workweek shall be forty (40) hours worked within five (5) consecutively scheduled workdays. Said five (5) consecutively scheduled work days shall be from 12:00 midnight Sunday through 12:00 midnight Friday.

B. Work Day

The work day shall be eight (8) hours worked within a twenty four (24) hour period. The regularly scheduled work day shall begin at 7:30 a.m. and end at 4:00 p.m.

C. **Meal Breaks, Rest Breaks and Overtime**

Each workday shall have a thirty (30) minute unpaid meal break at the midpoint in the scheduled workday. Each employee shall be provided a paid fifteen (15) minute rest break during the beginning half of the work day and during the second half of the work day. Each break shall be preceded and followed by at least a one and one-half (1 ½) hour work period. The breaks shall not be used to compensate for an employee's late arrival to work, early departure from work, or to extend the meal break. The breaks shall not be cumulative. In the event that an employee chooses to leave the township premises, or job site if taking a meal break on site, the employee shall not use township vehicles for transportation to his meal break destination. He must leave the township premises in his private vehicle.

D. **Overtime**

Any employee working more than the regularly scheduled hours per day or days per week shall be compensated at the rate of one and one half (1 ½) times the employee's regular hourly rate of pay. Seasonal and part-time employees shall not be used solely to avoid overtime. In the event an employee is working overtime in excess of two (2) hours immediately before or after said employee's scheduled starting or quitting time said employee shall be provided a reasonable meal break. Said meal break shall be paid. If the employee continues to work additional overtime subsequent rest breaks shall be provided every two (2) hours and a meal break shall be provided every four (4) hours. Each such break shall be with pay.

E. **Emergencies, On Call Decisions**

The Board of Trustees, or its authorized designee, shall establish an on call roster of management persons for purposes of determining emergency decisions involving the read system in the township, such as road repair, employee call-out for snow/ice conditions, flooding or the like.

ARTICLE 16 – Call In Pay

If an employee is called in by the Employer to report to work outside of his normal work day, or on his regular day off, he/she shall be paid for not less than two (2) hours worked at the applicable rate of pay.

ARTICLE 17 – Hospitalization Coverage/Life Insurance

A. The Township shall provide a Group Medical Insurance Plan and Prescription Plan for all employees covered by this Agreement. Coverage shall begin thirty (30) days after employment. Benefits for hospitalization coverage will remain equal to or better than these which are currently in effect providing that the Employer shall be entitled to make changes in the present health benefits plan provider during the term of this Agreement in order to effectuate cost containment. Prior to making any reduction in benefits, the Employer agrees to negotiate said benefit reduction with the Union. Effective January 1, 2009 and each month thereafter, the cost of Health Care (i.e. Medical/Vision) will be shared on the following percentages: the Employer shall pay ninety percent (90%) of the cost of the premium and the employee shall pay ten percent (10%) of the cost of the premium. Employees shall pay by payroll deduction on an IRS 125 Plan. Bargaining unit employees will pay the same percentage as other full-time employees of Tuscarawas Township, but shall not exceed ten percent (10%) as noted herein.

B. The Employer also shall provide employees with term life insurance in the amount of $25,000.00 per employee.

ARTICLE 18 – Miscellaneous Benefits

A. Work gloves and uniforms will be furnished by the Employer. Uniform cleaning shall be at the Employer's expense. Employees are required to wear such township uniforms with name tag while on duty or working on township time, except on emergency call in times when the employee does not have a reasonable opportunity to change to his uniform. The Township Trustees shall make available on the township premises for use by the employees and approved eye wash station and shower.

B. The Township shall pay up to $100.00 per year for a pair of work boots provided that the employee produces a receipt for such boots to the Board of Trustees or its authorized designee.

C. The Township shall pay to each Employee on October 1st of each year a cold weather clothing allowance for use by the Employee to purchase such cold weather clothing/accessories according to the following schedule: in the amount of $100.00.

D. Employer shall pay for physical examinations required for Commercial Drivers Licenses (CDL) to be performed by physician(s) selected by the Employer. Employer shall also pay the difference between the cost of a CDL and a personal driver's license.

E. **Court Leave/Jury Duty**

Employees performing jury duty or serving as a court witness under summons or subpoena will receive full pay for time away from work. However, any payment received from such duty must be submitted to the Clerk for payment into the township accounts. Upon payment to the Board of Trustees, a receipt shall be provided to the employee.

F. **Military Leave**

Any employee who is inducted or joins the Armed Forces of the United States shall be entitled to re-employment right provided by State and Federal law. Such employees shall be reinstated to a similar position in seniority and pay status. Employees must apply for reinstatement within ninety (90) days of their discharge date. National Guard or Military Reserve will be paid to a maximum of thirty-one (31) days annually, provided the Board of Trustees receives proper documentation of such required time off from work and provided that any payment received from such duty must be submitted to the Fiscal Officer for payment into the township accounts. Upon payment to the Board of Trustees, a receipt shall be provided to the employee.

G. **Bereavement Leave**

Employees shall be entitled to up to three (3) days of Bereavement Leave whenever there is a death of the employee's household or whenever on of the following dies: mother, father, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or other person authorized by the Board of Trustees. Bereavement leave shall only be used from the date of death forward or back from the date of the funeral.

H. **Seniority**

After an employee in the bargaining unit has completed the probationary period as provided in Article 3 (A), he shall be considered to have seniority. Seniority shall be defined as the length of service of the employee with the Employer in the bargaining unit beginning with the starting date of initial employment, or the starting date of re-employment, whichever is later, except as provided in said Probationary Period.

I. When employees have the same starting date, seniority order shall be established by the lower number of the last four digits of the employee's individual social security numbers.

J. The Employer shall provide the Union once a year with a current seniority list of all employees in the bargaining unit, and will also provide any changes in the employment status of any bargaining unit employee as it occurs.

K. An employee who is permanently promoted or transferred to any non-bargaining unit position will retain accumulated seniority but will not accumulate seniority while out of the unit, and may, at the election of the Employer, be returned "seniority-wise" to the classification held immediately prior to this change from a bargaining unit to a non-bargaining unit status. If such classification no longer exists, he may exercise his seniority under the terms of the agreement.

L. All seniority of any employee will terminate if the employee: (a) quits, (b) is discharged for just cause, (c) retires, (d) is absent without notifying the employer for three (3) consecutive work days, except in cases of emergency or impossibility, which must be fully proven by the employee, or (e) is on layoff for more than twelve (12) consecutive months.

M. The Employer will be entitled to rely upon the last address of an employee as shown in the Employers records. Employees shall notify the Employer promptly of any change of address and accept a receipt thereof. In case of a dispute, the employee must produce his receipt on notice of a change of address; failure to produce such receipt will result in no financial obligation on the part of the Employer for any loss of wages to the employee.

N. There shall be only one seniority list to account for all bargaining unit employees.

O. In the event that a job opening occurs in the bargaining unit or a non-bargaining unit position becomes available, the Trustees shall consider for such job opportunity any one or more of the bargaining unit employees who might apply for that job. In such instance, seniority and qualifications must be taken into account; however, the Township Trustees remain free to hire outside of the bargaining unit if a more suitable candidate for the job applies.

ARTICLE 19 – Safety and Health

A. The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment; including adherence to Local, State, and Federal safety rules. The Employer shall provide protective devices, clothing and other equipment necessary to protect the employees from work related injury and sickness.

B. The employee(s) accepts the responsibility to maintain his equipment and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the designated supervisor as soon as said unsafe working condition becomes known. The supervision will investigate all reports of unsafe working conditions, and will attempt to correct any which are found and see that safety rules and safe working methods are followed by all employees. Until such unsafe working conditions are corrected, no employee shall be required to work in that unsafe condition. At all times, the OSHA adopted policy of the Board shall apply.

C. The Employer shall bear the cost of any approved inoculation for the bargaining unit employees, provided such inoculation is required by the employee as a result, or in anticipation of services rendered to the Employer. Employees requiring such inoculations shall notify the Employer prior to receiving such inoculation.

ARTICLE 20 - Layoff and Recall

A. Seasonal, probationary and/or part-time employees employed in the Road and Bridge Department shall be laid off before any full-time member of the bargaining unit is laid off.

B. If further reduction becomes necessary, the employee(s) with the least seniority shall be laid off first, provided the remaining employees shall be required to perform any assigned work provided that they can meet the requirements of that job classification and are qualified and/or licensed to perform all duties, including the operation of necessary equipment.

C. Employees on layoff will be returned in the reverse order of the layoff procedure.

ARTICLE 21 – Compensation

Road Laborer/Small Equipment Operator:

Years of Service	Start	90 days	1 year	3 years	5 years
2012	$11.58	$11.83	$12.66	$12.99	$13.27
2013	$11.70	$11.95	$12.79	$13.12	$13.40
2014	$11.70	$11.95	$12.79	$13.12	$13.40

Truck Driver/Large Equipment Operator:

Years of Service	Start	90 days	1 year	3 years	5 years
2012	$13.94	$15.00	$15.36	$15.74	$16.10
2013	$14.08	$15.15	$15.51	$15.90	$16.26
2014	$14.08	$15.15	$15.51	$15.90	$16.26

Assistant Foreman:

Years of Service	1 year	3 years	5 years
2012	$15.72	$16.10	$16.49
2013	$15.88	$16.26	$16.65
2014	$15.88	$16.26	$16.65

Foreman:

Years of Service	1 year	3 years	5 years
2012	$17.08	$17.50	$17.94
2013	$17.25	$17.68	$18.12
2014	$17.25	$17.68	$18.12

All current bargaining unit employees shall receive the wage scale listed above or their current wage plus the following increases listed below, whichever is greater:

2012	3%
2013	1%
2014	0%

Sixty (60) days prior to June 30, 2014, the parties will meet and open the contract on the issue of third year wage increase only. Any increase so negotiated will become effective July 1, 2014.

ARTICLE 22 – Severability

This agreement is subject to all applicable Federal and State laws and judicial decisions interpreting them. In the event any provision of the Agreement is found to be contrary to the above by a court of competent jurisdiction or by any official having authority to rule in the matter, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

ARTICLE 23 – Retirement

A. The Employer will continue the present contributions to PERS as a means of retirement benefits for its employees as applicable by law. The township will continue to deduct the present amount of employee's contributions.

B. If the rate of contributions by the employer is increased by PERS as a means of retirement during the life of this contract for the employees, the employer shall also increase their contributions. If the rate of contributions increases for the employees, the employees can increase their contributions.

C. In addition to the PERS death or retirement benefits, in the event of the death or retirement of a bargaining unit employee, the employee, his/her spouse or estate shall be entitled to receive from the Township, no later than thirty (30) days following his/her death or retirement, all wages accrued, all vacation leave pay accrued, and portion of accrued sick leave pay. The portion of accrued sick leave pay shall be in an amount equal to fifty (50%) percent of all sick leave hours accrued, taking into account the maximum allowable accrued sick leave of 960 hours. For example: if 960 sick leave hours accrued, 480 hours shall be payable on death or retirement; if 300 sick leave hours accrued, 150 hours shall be payable on death or retirement.

D. In the event of termination of employment for other than death or retirement, paragraph "C" above shall not apply, and said terminated employee shall be entitled only to those as required by Ohio law.

E. The Employer shall be given a sixty (60) day notice of retirement.

ARTICLE 24 – Credit Union

The members of Teamsters Local Union No. 92 have formed a Credit Union pursuant to Ohio and Federal Law. The Employer agrees to deduct from the pay of such employee members of Teamsters Local Union No. 92, the sums of money from the employee's pay as is authorized in writing by the employee and forward said sums, payable to the Treasurer or designated officer of said Credit Union, to be credited to the Credit Union account of said employee.

ARTICLE 25 – Duration of Agreement

A. This Agreement shall be effective July 1, 2012, and remain in full force and effect until June 30, 2015 unless otherwise modified or terminated as provided herein.

B. If either party desires to modify, amend, or terminate this Agreement for the period subsequent to June 30, 2015, it shall serve written notice of such intent no earlier than one hundred twenty (120) days prior to the expiration date, not later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be served by certified U.S. Mail with return receipt. If such service of notice is given this Agreement shall remain in effect until the parties reach a new Agreement. If no notice seeking modification is given then this Agreement shall continue in effect for the next full successive calendar year.

C. The Parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the Parties after the after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement even though such subject or matters may not have been within the knowledge of either or both Parties at the time they negotiated or signed this Agreement.

D. This Agreement constitutes the entire Agreement between the Parties, and all other agreements either written or oral are hereby cancelled.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed this 2ND day of July 2, 2012.

GENERAL TRUCK DRIVERS AND HELPERS LOCAL UNION NO. 92

Gregory Van Dyne
Secretary/Treasurer

Robert Jordan
President

TUSCARAWAS TOWNSHIP BOARD OF TRUSTEES

Trustee

Lorenn Hempsey
Trustee

Trustee

Fiscal Officer

TEAMSTERS LOCAL UNION NO 92
1127 NINTH STREET SW
CANTON, OH 44707

NAME: _____ **DATE:** _____
ADDRESS: _____ **PHONE:** _____
EMPLOYER: _____ **DATE HIRED:** _____
UNION STEWARD: _____
DATE I SAW MY EMPLOYER ON THIS GRIEVANCE: _____

INSTRUCTIONS TO EMPLOYER:

1. When the grievance has been written, a copy should be given to the Union Steward. The original should be given to the Foreman (or Supervisor).
2. Grievances should be set forth fully so that they may be understood.
3. By presenting the grievance, the employee grants to the Union complete authority to present, negotiate, and bargain regarding this grievance and agrees to be bound by such disposition to the grievance as may be made or agreed to by the Union or its delegated representatives. The undersigned employee may be present at any and all steps of the grievance procedure.

GRIEVANCE:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

REQUESTED REMEDY:

_____
_____
_____
_____

EMPLOYEE'S SIGNATURE: _____

DISPOSITION OF GRIEVANCE

_____
_____
_____

LETTER OF UNDERSTANDING

In the event a part-time employee is awarded a full-time position in the bargaining unit, the time (seniority) employed as a part-time employee will be pro-rated to give credit for prior service. Such credit shall be determined/calculated on an hour basis, for example:

> An individual works sixteen (16) hours per week for fifty two (52) weeks for a total of eight hundred and thirty two (832) hours. Two thousand eight (2080) hours per year divided by 12 months equals 173.33 per month. 832/173.33 = 4.8 months of seniority.

It is agreed that the Township shall not employ more than one (1) part-time employee in the Road and Bridge Department at anytime during the term of this Agreement.

GENERAL TRUCK DRIVERS AND
HELPERS LOCAL UNION NO. 92

Secretary/Treasurer

President

TUSCARAWAS TOWNSHIP
BOARD OF TRUSTEES

Trustee

Trustee

Trustee

Clerk/Treasurer