



## ARTICLE 1

12-MED-09-0801

### PREAMBLE

1468-01

K30535

02/10/2014

#### SECTION 1.

This Agreement, entered into by the Trustees of Springfield Township, County of Lucas, hereinafter referred to as the Employer, and the American Federation of State, County and Municipal Employees, Ohio Council #8, Local #544, AFL-CIO, hereinafter referred to as the Union, has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE 2

### UNION RECOGNITION/REPRESENTATION

#### SECTION 1.

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishment of wages, hours, and other conditions of employment.

The defined bargaining unit is all classifications of Servicemen and Certified Mechanic.

### DUES DEDUCTION

#### SECTION 2.

It is understood and agreed between the Employer and the Union that the Employer will deduct any back unpaid union dues, initiation fees, and uniform assessments owed the Union, as well as current Union dues, initiation fees, and uniform assessments from the paycheck of all employees who have signed proper legal authorizations for such deductions and who are covered by this Agreement. Dues deductions shall be made in equal installments each pay period. The Union shall inform the Employer of the amounts to be deducted under the Article. The Employer further agrees to remit to the Secretary-Treasurer of the Union before the 15<sup>th</sup> day of the Month, all Union dues, initiation fees, and uniform assessments so agreed that neither the Union nor any employees 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 sixty (60) calendar days after the date such an error was claimed. If it is found an error was made, it will be corrected at the next pay period that Union dues deductions will normally be made. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from the 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.

#### SECTION 3.

All newly hired employees shall serve a probationary period of three hundred and sixty (360) calendar days beginning the first day the employee actually performs the duties of the position he is hired into. A probationary employee may be terminated at any time during the probationary period.

**SECTION 4.**

In the event either party wishes to disseminate information to the other party, a labor-management meeting may be mutually scheduled as needed. The parties shall determine who shall represent them individually at any labor-management meeting.

**SECTION 5.**

The employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, Ohio Council #8, AFL-CIO, and Local Union representatives shall have access to the premises of the Employer at any time to conduct union business relative to matters involving its membership. The Union Representatives agree that such visitations shall not disrupt the normal operations.

**SECTION 6.**

The Employer shall provide a bulletin board for the Union. The Union shall post meeting notices, bulletins, legislative reports, committee reports, and other pertinent information relative to the Union activities on such board.

**SECTION 7.**

All employees in the bargaining unit, who thirty (30) days from date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union.

The fair share fee amount shall be certified to the Employer by the Treasurer of the Local Union.

The deduction of fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of fair share fees shall be made in accordance with the regular dues deduction as provided herein.

The Union agrees to hold harmless the Employer against any and all claims which may arise in the Employer's implementation and administration of the fair share provisions.

**ARTICLE 3**

**NON-DISCRIMINATION**

**SECTION 1.**

The parties agree that the provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, Union affiliation, religious affiliation or disability.

All references to employees in the Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

## ARTICLE 4

### SICK LEAVE

#### SECTION 1.

Sick leave credit shall be earned at the rate of four and six-tenths (4.6) hours for each eight (80) hours of service in active pay status, including paid vacation, sick leave and overtime, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.

#### SECTION 2.

- A. A sick leave may be used only for absence due to illness or injury to the employee or employee's exposure to a contagious disease which could be communicated to other employees. Sick leave may also be used for illness or injury of an employee's immediate family defined as spouse, child, or parents who reside or live in the employee's household. Sick leave may also be used for illness, injury or previously scheduled medical appointments that cannot be scheduled during the employee's non-working hours for members of the employee's immediate family as described in Section 2 (B) herein, and further provided the employee's presence has been substantiated by a statement from the medical practitioner.
- B. Employees who have a death in the immediate family, or other relative living in the same household, will be granted up to five (5) days sick leave, if available. A two (2) day sick leave will be allowed to attend the funeral of any other relative. Verifications will be submitted. For purposes described in this Section only, the immediate family shall be considered as: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in place of parent (loco parentis).

#### SECTION 3.

For each use of sick leave, the employee will be required to fill out the "Change of Schedule Request" form furnished by the Road Maintenance Department. If treatment by a physician is required, a certification by the physician is to be made, by a "Doctor's Certificate". If an employee is off more than three (3) consecutive days, he shall bring in a doctor's statement. When an employee is unable to report to work due to illness or injury, he shall notify his supervisor no less than one-half (1/2) hour prior to the time he is scheduled to report to work on each day of absence.

#### SECTION 4.

Sick leave shall be charged in minimum units of one half (1/2) hour. A member shall only be charged for time actually used. Employees cannot use ("borrow") sick leave not yet earned.

#### SECTION 5.

The Employer can require medical verification and/or take disciplinary action if excessive use of sick leave or abuse of sick leave is suspected. (Examples would be patterned use of sick leave, consistent one day sick leave usage, a limited amount of sick leave on the books with prior medical verification.

In addition, any employee who takes more than one (1) single day of sick leave per month may be required to provide medical verification of any additional single day use in that month if abuse is expected.

**SECTION 6.**

An employee, at the time of retirement, with ten (10) or more years of service, shall receive a cash payment for one-fourth (1/4) of their accrued but unused sick leave credit. Payment of unused sick leave shall be considered to eliminate all sick leave accrued at that time.

**SECTION 7.**

At the Employer's discretion an employee on an approved leave may be assigned other duties or limited duty during the period of disability at the employee's regular rate of compensation, provided, in the opinion of a physician or medical authority, the employee is sufficiently recovered from such injury to perform the duties assigned.

**ARTICLE 5**

**WORK DAY/WORK WEEK/OVERTIME**

**SECTION 1.**

The work week shall consist of forty hours, Monday through Friday. The regular work day shall be eight hours with a one-half hour paid lunch period. The work day shall be from 7:00 to 3:00 p.m. It is understood by the parties to this agreement that the employer can alter the summer work schedule if the summer schedule does not work out to the employer's satisfaction. However a labor management meeting would be held before any change would go into effect. Employees shall be allowed a fifteen (15) minute cleanup and log time at the end of each work day. No employee's work week shall be shorter as a result of overtime accumulated during the week.

**SECTION 2.**

The time clock shall remain operative for the life of the Agreement.

**SECTION 3.**

When the temperatures, according to the area, reaches 0 degrees or less, or 100 degrees or more, no outside work shall be performed except ice and snow removal, emergency maintenance services, and grave digging.

**SECTION 4.**

- A. Overtime shall be equally distributed among all serviceman employees. When it is necessary to work overtime, it shall be offered to those employees who have the least amount of overtime according to the overtime log. When required, overtime is mandatory by inverse seniority until the necessary work force is at work.
- B. A log book shall be kept as accurately as possible of all overtime worked, refused, and negative contact, for all overtime purposes. The supervisor will contact the employee by phone. If the employee does not respond it will be considered a negative contact and supervisor will call the next employee on the rotating overtime list. Employees will be considered to have refused the overtime if they verbally decline.
- C. Employees who are on extended sick leave, injury leave or leave of absence will not be considered for overtime. Employees on "light duty" will be considered or disqualified based on their work

restrictions and the job requirements as determined by management. Employees on vacation, comp time, or using sick leave in a given day will not be eligible for overtime in the same work day (i.e. 12 a.m. – 12 p.m.) Unless otherwise determined by management.

- D. An employee who performs overtime routinely must state their intention to work that overtime no later than noon of the preceding day, unless an emergency occurs, in order that other employees might have ample notice if the employee scheduled declines on the overtime work.
- E. Overtime at the rate of one and one-half times shall be paid over eight hours a day, over forty hours per week, and for Saturdays. Sunday overtime will be paid at two times the hourly rate.
- F. Employees can earn compensatory time if required by the Employer. Employees can use earned compensatory time if: (1) at least 24 hour advance notice of intended use, if the use is foreseen; (2) Employer can deny use for reasonable work reasons; (3) unused compensatory time will be paid off every six (6) months per the schedule established by the Employer.

Employees must get three (3) work days advanced approval from the Superintendent to use compensatory time. The Superintendent can use his discretion for granting emergency compensatory requests.

## **SECTION 5.**

Emergency call –out pay of two (2) hours shall be paid on each call-out that is outside the employee’s regular hours of work.

In a scheduled overtime situation, an employee will be paid one (1) hour of his/her base rate if the reason for the overtime is canceled through no fault of the employee and the employee was not notified of same by at least 5 am.

## **ARTICLE 6**

### **PAY PERIODS**

#### **SECTION 1.**

Employees who are members of the bargaining unit shall be paid every two (2) weeks, commencing the first full pay period in January 2010, and intervals thereafter.

#### **SECTION 2.**

Employees shall receive their pay check on Thursday at 2:45 p.m.

#### **SECTION 3.**

If a holiday falls on Friday, employees shall receive their pay checks on Thursday at 2:45 p.m. If a holiday falls on Thursday, employees shall receive their paychecks on Wednesday at 2:45 p.m.

## **ARTICLE 7**

### **SENIORITY**

#### **SECTION 1.**

Seniority shall be defined as the length of continuous service with the Employer.

**SECTION 2.**

The term "continuous service" as used in the Agreement shall be constructed to mean that absences from employment due to illness, injury, or absences pursuant to the Agreement, shall not interrupt the employee's continuous service.

**SECTION 3.**

If an employee quits and is later rehired, the employee shall be considered as a new employee and shall not be credited with their prior service for purposes of seniority.

**SECTION 4.**

There shall be no loss of bargaining unit seniority for anyone holding a higher position who returns to a former position held.

**SECTION 5.**

The Employer shall post the corrected seniority list of the bargaining unit employee(s), on the Union bulletin Board. Said list shall be updated whenever necessary.

**ARTICLE 8**

**HOLIDAYS**

**SECTION 1.**

Employees shall receive the following paid holidays as follows:

- |                        |                        |
|------------------------|------------------------|
| New Years Day          | Columbus Day           |
| Martin Luther King Day | Veterans Day           |
| President's Day        | Thanksgiving Day       |
| Memorial Day           | Day after Thanksgiving |
| Independence Day       | Christmas Day          |
| Labor Day              |                        |

If any of the holidays fall on a Saturday, the Friday preceding shall be observed as the holiday. If any of the holidays fall on a Sunday, the Monday immediately following shall be observed as the holiday.

An employee shall be entitled to two (2) personal days leave with pay each year of the Agreement. Request for such leave shall be submitted to the Employer at least twenty-four (24) hours in advance of the desired date.

**SECTION 2.**

For employees to receive holiday pay computed on the basis of eight (8) hours pay for those days listed herein, the employee must be at work or on approved leave of absence or bona fide medical emergency his last scheduled day preceding the holiday and his first scheduled day following the holiday.

**SECTION 3.**

Employees who are required to work on any of the holidays except Christmas listed herein shall be paid one and one-half (1-1/2) times their regular straight time hourly rate of pay for all hours worked in addition to the holiday pay defined herein. Employees who are required to work on Christmas Day shall be paid two times their regular straight time hourly rate of pay for all hours worked in addition to the holiday pay defined herein.

**ARTICLE 9**

**WORK RULES**

**SECTION 1.**

Work rules shall be posted for all employees to see in the Township garage. The Employer has the right to establish reasonable work rules. Work rules shall be written whenever possible and discussed with the Servicemen before implementation except in an emergency. The Union recognizes that not every work situation or requirement can be reduced to a written work rule. The Employer reserves the right to manage on a day-to day basis. The employee will not be held responsible for work rules which they have no knowledge.

**ARTICLE 10**

**EQUIPMENT/SAFETY**

**SECTION 1.**

All equipment necessary to perform the work shall be provided by the Employer. Hip boots, rain coats, hard hats, safety glasses (both clear and tinted), and leather gloves shall be provided and made available to all employees.

**SECTION 2.**

In the event a piece of equipment is determined unsafe, or a hazardous practice exists, the employee and Union shall refer a complaint with the Director of Public Service and upon joint inspection, the operator/employee, Union and Director of Public Service shall determine if the equipment is unsafe or the practice is unsafe. If the practice and/or equipment is unsafe or the practice is unsafe. If the practice and/or equipment are found to be unsafe, the parties shall agree to cease the unsafe practice, and if a piece of equipment is found unsafe, it shall remain in the garage until repaired.

**SECTION 3.**

The Employer agrees that mobile radios shall be in all of the vehicles for the life of the Agreement.

**ARTICLE 11**

**SERVICEMAN DUTIES**

**SECTION 1.**

Duties of Serviceman shall consist of and not be limited to as follows: truck driver, backhoe, loader, distributor, mower, roller, grader, power saw, open and close graves, plow snow, desalting equipment, chip spreader, catch basin cleaning, hand street sweeping, hand labor, build catch basin, install drainage tile, mix cement, make catch basin bottoms and tops, pick up dead animals, tractor, power brooms, road repair, distribute (cold and hot), rod storm sewers, painting (building, signs, equipment, etc), janitor work, building and equipment maintenance, or any similar or relative duties.

## SECTION 2.

The employer can subcontract bargaining unit work so long as such subcontracting does not directly result in the lay-off of any bargaining unit employee. Except in emergencies, the employer will make a good faith effort to discuss such subcontracting with the union prior to the start of such subcontracting. Except in emergencies, the employer will submit written notice of any planned subcontracting work to the union.

## ARTICLE 12

### DISCIPLINARY ACTIONS

#### SECTION 1.

- A. No employee shall be disciplined without first having had a hearing with the Union Representative present. Disciplinary action shall consist of only the following: oral reprimand, written reprimand, suspension, and/or dismissal.
- B. Disciplinary action shall include and not be limited to absenteeism, refusal to do a job, absent from job after going to work, dishonesty, thievery, unauthorized passengers, equipment abuse, and drinking intoxicating beverages during working hours.
- C. When an employee is guilty of incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, or neglect of duty, such individual shall be subject to immediate disciplinary action up to and including dismissal.
- D. When an employee is to be disciplined, the charges shall be reduced to writing. The charges shall be given to the employee and the Steward within seven (7) work days of knowledge of the incident by the Employer. The hearing shall be held by the Employer's designated hearing officer on a date and time mutually agreed upon, but no more than ten (10) work days (Monday through Friday) after the charges have been served on the employee, unless mutually agreed upon otherwise. However, there shall be no procedural time line defaults under this Collective Bargaining Agreement. In the event the hearing cannot be held because of the absence of the employee or Department Head, then it shall be held within seven (7) work days (Monday through Friday) after the return of the employee/Department Head. An employee shall have the right to appeal disciplinary action through the Grievance Procedure.
- E. When an employee has no discipline for a period of six (6) continuous months, any record of prior verbal reprimands shall be removed from an employee's personnel folder. When an employee has no discipline for a period of twelve (12) continuous months, any record of prior written reprimands shall be removed from an employee's personnel folder. When an employee has no discipline for a period of twenty four (24) continuous months, any record of prior suspensions shall be removed from an employee's personnel folder.

## ARTICLE 13

### TARDINESS

#### SECTION 1.

If in the event an employee is late to work, without approved excuse(s), he shall be docked a minimum of fifteen (15) minutes or the number of minutes actually late, whichever is greater.

**ARTICLE 14**

**UNIFORMS**

**SECTION 1.**

The Employer agrees to continue to provide uniforms and the appropriate cleaning service for all employees. Each employee shall receive five (5) uniform changes per week. The cost of this service shall be paid by the employer. Lost uniforms will be replaced by employees. The Employer will provide up to two hundred dollars (\$200) per employee per contract for the purchase of Carhartt coats and bib overalls.

**SECTION 2.**

All uniforms purchased by the Employer shall remain the property of the Township. Upon termination of employment, the employee shall return such uniforms or clothing items to the Township.

**SECTION 3.**

The employees are required to wear these uniforms that are provided, at all times, during their normal working hours.

**SECTION 4.**

The Township will reimburse employees up to one-hundred and fifty dollars (\$150.00) annually for work boots.

**ARTICLE 15**

**LAYOFF/RECALL**

**SECTION 1.**

In the event due to lack of work, lack of funds, or reorganization that the Employer must lay off employees, the Employer shall lay off employees in the inverse order of seniority.

**SECTION 2.**

Laid off employees shall be placed on a recall list for a period of three (3) years. Employees called back to work shall be notified by the Employer by registered mail, and the recalled employee must report back to work with seventy-two (72) hours after recall.

**ARTICLE 16**

**HOSPITALIZATION**

**SECTION 1.**

The Employer agrees to provide group health insurance for all eligible employees and their dependents. This coverage includes medical, dental, and vision benefits. The employee is initially responsible for co-pays or deductibles as specified in the health and dental insurance plan. In addition, employees will pay a bi-weekly seven percent (7%) co-share of health insurance premiums charged to the Township. The Employer will reimburse the employee the following amounts on a calendar year as shown below:

**Maximum Reimbursement**

Single	\$1,000.00
Family	\$2,000.00

Said reimbursement cannot be applied to health insurance premiums.

The employer reserves the right on an annual basis to decide whether to include any employee paid deductibles into the annual maximum reimbursement amount. Employment beginning midyear will be reimbursed on a pro-rata basis. It shall be the responsibility of the employee to provide the appropriate documentation to show that the payments have been paid for that year. All documentation and requests for payment shall be provided to the third party administrator by the Friday proceeding the 1<sup>st</sup> or 15<sup>th</sup> of each month during that year but no later than April 15<sup>th</sup> of the following year you for which you are seeking reimbursement. Employee reimbursement checks will be processed and issued on the 1<sup>st</sup> and 15<sup>th</sup> of each month.

In addition, the employer shall offer life insurance to bargaining unit members.

The parties shall maintain a Cost Containment Committee consisting of management representatives and representatives of all bargaining units which will meet regularly to discuss health insurance issues.

**SECTION 2.**

The parties hereby agree to meet in special Labor/Management meetings for purposes of correcting, if possible, the circumstances and questions that are outstanding regarding coverage of the group health insurance plan. The parties may request representatives of the carries to be present in these meeting.

**SECTION 3.**

An employee's spouse who is eligible for group health insurance through his or her own employer may be covered as a dependent under the Township health insurance plans (medical , vision, and dental) only if he or she has enrolled in the group health insurance provided by their employer. For the spouse, their employer's coverage will be primary and this coverage will be secondary. The employee will be responsible for one hundred percent (100%) of the additional cost for the spouse to be covered. If the cost of the health insurance for single coverage to township employee's spouse as offered by his or her employer is greater than two (2) times the increased cost to cover the spouse under policy with Springfield Township, they will be exempt from the terms of the Spousal Waiver.

Springfield Township reserves the right to require all employees who apply to have their spouses covered as dependents under the plan to provide information about the health benefits available through the spouse's employer and satisfactory evidence that the spouse has been enrolled in the other employer's group health plan.

**SECTION 4**

**LIFE INSURANCE AFSCME CARE PLAN**

The Employer shall continue to provide coverage through the Ohio AFSCME Care Plan for the life of this contract. The cost shall be \$40.75 per month, per employee, for the life of this Agreement.

The coverage of the plan shall include the following:

- A. Life Insurance plus A.D. &D.
- B. Hearing Aid Plan
- C. Dental Level Two (2) Plan
- D. Vision Level One (1) Plan

The Employee will pay seven (7) percent of the plan cost.

**ARTICLE 17**

**VACATION**

**SECTION 1.**

A. Employees shall receive and earn vacation as follows:

<b><u>YEARS OF SERVICE</u></b>	<b><u>WEEKS OF VACATION</u></b>
1 year	2 weeks
7 years	3 weeks
14 years	4 weeks
20 years	5 weeks

B. Employees are permitted to utilize their earned vacation in one (1) day increments or more.

**SECTION 2.**

Seniority utilization shall be observed for purposes of scheduling vacation time frames off, with the most senior employee electing his choice first and then the second, and so on down the list. In order to use vacation an employee must give at least twenty-four (24) hours advance notice.

**SECTION 3.**

In the event an employee is unable to utilize his vacation time off with pay, said employee may carry over his earned vacation from year to year up to and including a three (3) year period. However, at the end of a three (3) year period, said earned vacation must be paid off to said employee.

**SECTION 4.**

Increase in earned vacation will be effective January 1<sup>st</sup>.

## ARTICLE 18

### PROFICIENCY QUALIFICATIONS/BIDDING

#### SECTION 1.

When an M3, M4 or M5 position is vacant or created by the Township, and the Township Trustees decide to fill said position, then said position shall be posted for bid. Bargaining unit employees may bid on said position. The Proficiency Qualifications Committee shall review the proficiency qualifications of any bidders and make recommendations to the Trustees. The proficiency Qualifications committee will only review proficiency qualifications. The committee will consist of the Superintendent, the Township Administrator, and any M4 and M5 employees. The Trustees will consider qualifications such as, but not limited to, employee work record, employee absenteeism record, employee disciplinary record, job qualifications, and time as an employee. If all other factors are equal, seniority shall be the deciding factor. The position shall be filled as quickly as possible.

#### SECTION 2.

Bargaining unit employees who meet all the proficiency requirements as well as the requirements in Section 1 above shall progress from M1 and M2.

M1 to M5 Qualifications:

M1-Laborer-entry level position includes CDL Class B with air brakes requirement.

M2-Assistant serviceman-at least one year experience with Springfield Township the Maintenance Department. Proficient in a least four technical areas.

M3-Serviceman-at least two years with Springfield Township Maintenance Department. CDL Class B or better. Proficient in five technical areas beyond four areas required for M2. Slot to be determined by the Trustees.

M3A-Serviceman (grandfathered employees as of February 2010).

M4-Assistant Leadman-proficient in all areas (technical managerial skills). Slot to be determined by the Trustees.

M5-Leadman-minimum requirements are the same as Assistant Leadman. Slot to be determined by the Trustees.

## ARTICLE 19

### GRIEVANCE/ARBITRATION PROCEDURE

#### SECTION 1.

The Steward from Springfield Township shall be given the time to process grievances during working hours. The Local 544 president and staff of the American Federation of State, County and Municipal employees shall have access to work area upon prior notice to the employer.

## **SECTION 2.**

The Grievance Procedure is as follows:

- Step 1:** An employee and/or a Union Representative shall present the grievance in written form to the Township Trustee in charge within five (5) working days of the incident. The township Trustee in charge shall respond in writing with five (5) working days to the aggrieved.
- Step 2:** If the grievance is not satisfactorily settled with the Township Trustee in charge, the Steward or Union Staff may then present the grievance in writing to the Board of Trustees within three (3) working days, and said grievance shall be settled no later than the second regular meeting of the Board of Trustees.
- Step 3:** If the grievance is not satisfactorily settled by the Board of Trustees in a meeting, the Union may submit the grievance to arbitration by notifying the employer in writing within fifteen (15) days of receipt of the Board of Trustees' decision. The Union and Management shall mutually agree upon an arbitrator with seven (7) days after notification is given. If both parties are unable to agree on an arbitrator, the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) arbitrators who are available to hear the case.

If mutual agreement cannot be reached, a selection will be made by each party striking a name from the list alternately until only one name remains and that person shall serve as arbitrator shall be shared equally between the Employer and the Union. The arbitrator shall not have the power to add to, to subtract from, or modify the terms of this agreement. The Arbitrator shall not rule contrary to legal duties of the Trustees. It is recognized that this arbitration procedure and decision from an arbitrator is final and binding on the parties.

## **SECTION 3.**

Nothing in the above procedure precludes the right of the parties to settle any dispute orally if it is so mutually agreed to by the parties. Time limits may be mutually extended by the parties and steps in the Grievance procedure may be mutually waived by the parties.

## **SECTION 4.**

A grievance is a dispute, difference of opinion over the applications(s), interpretations(s) of this Agreement, and/or a breach of this Agreement.

### **ARTICLE 20**

#### **LEAVES OF ABSENCE**

## **SECTION 1.**

- A. Medical or Disability Leave: An employee may be granted up to one (1) year medical leave, in increments of six (6) months, after exhaustion of sick leave and vacation credits for medical and/or reasons. An employee shall be granted a disability leave upon request after exhausting of sick leave and vacation credits for a service related or personal disability, per O.R.C.

Any FMLA time utilized by an employee shall run concurrently with any other leave provided for this Agreement. An employee shall not be entitled to time allowed under this Section and additional leave under FMLA.

- B. The parties hereto recognize that the election of use of sick leave and vacation credits for a service-related injury of illness is entirely the employee's. Said employee may elect to utilize Workers Compensation instead of using his earned sick leave or vacation.
- C. If in the event an employee is injured or becomes ill on the job due to a work-related circumstance, said employee's regular salary and benefits shall continue for sixty (60) days prior to the employee being required to utilize industrial leave and/or sick leave, after initial eight (8) working days missed on the job.

**SECTION 2.**

- A. Military Leave and Pay: Employees shall receive military leave without loss of pay from their respective duties for such time as they are in the military service on the field training or active duty for periods not to exceed thirty-one (31) days in any one calendar year.
- B. The Employer agrees to entitle all employees to the provisions of the Ohio Revised Code, Sections 5903.02, 5903.02, 5903.03 and 5903.04 respectively.

**SECTION 3.**

The Employer shall grant full pay and benefits to an employee that is subpoenaed for any court, jury duty, or tribunal hearings, by the United States, the State of Ohio or a political subdivision. All compensation received for court or jury duty shall be remitted by the employee to the Employer unless such duty is performed outside of regular working hours.

**SECTION 4.**

Union Leave: The Employer agrees that the elected steward from the garage is permitted Union Leave with pay, to attend special conferences with the Union Staff Representative periodically, at the Union Office in Downtown Toledo or in Columbus, whichever is necessary. Said Union Leave with pay hereto is limited to no more than three (3) days per year. Verification of attendance will be submitted.

**SECTION 5.**

Union Delegated Leave: An employee shall be granted time off without pay to serve as a delegate or alternate to the annual Union Convention or a convention of the International Union whenever called. Each said convention shall be limited to no more than six (6) days for any one such convention. Notice of attendance shall be given upon return.

**ARTICLE 21**

**CREDIT UNION**

**SECTION 1.**

The Parties agree that effective February 1, 1985, the Employer shall have operative a "Credit Union" for the bargaining unit employees. Participation shall be either established with the Springfield School system Credit Union or the Lucas County Credit Union, but not both.

## ARTICLE 22

### WAGES

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M-1	Base*	Cap*	Qualifications
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Base Salary	\$8.75	\$12.75	_____
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(Level jump = increase +2% or base wage of new level whichever is greater)

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M-2	Base*	Cap*	Qualifications
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Base Salary	\$10.75	\$14.75	_____
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(Level jump = increase +2% or base wage of new level whichever is greater)

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M-3	Base*	Cap*	Qualifications
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Base Salary	\$12.75	\$16.75	_____
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(Level jump = increase +2% or base wage of new level whichever is greater)

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M-3A (Servicemen as of (1/16/06) Cap\*

Base Salary	\$22.75	(Grandfathered)
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(Level jump = increase +2% or base wage of new level whichever is greater)

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M-4	Base*	Cap*	Qualifications
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Base Salary	\$15.75	\$22.75	_____
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(Level jump = increase +2% or base wage of new level whichever is greater)

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Certified Mechanic	Base*	Cap*	Qualifications
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Base Salary	\$21.00	\$24.25	_____
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Leadman (M-5)	Base*	Cap*	Qualifications
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Base Salary	\$20.69	\$24.25	_____
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\*Base and Cap rates remain for life of contract.

Any new Hires start at base of position.

Employees covered by this agreement shall receive a 1% wage increase for 2013

## ARTICLE 23

### PERS PICKUP

#### SECTION 1.

The Employer agrees to pass a Resolution permitting the Clerk to pick up through the salary reduction method, the contributions of the bargaining employees to the Public Employees Retirement System.

The Employer shall then request approval from the Internal Revenue Service of the plan to insure that such picked up contributions are deductible from the employees' gross salaries for Federal Tax purposes.

Upon receipt of a favorable I.R.S. private letter ruling, the Employer will request the Clerk to report the employee contribution to the pension fund as picked -up by the Employer. The Employer will send the request to the I.R.S. by February 1, 1988.

The Union agrees that this method of "Pick-Up" is one which requires no additional outlay of monies by the Township and agrees that the pickup shall not be effective until after the Township receives the Favorable I.R.S. ruling.

## ARTICLE 24

### MANAGEMENT RIGHTS

#### SECTION 1.

The Union recognizes the Employer's right to manage and direct the work force pursuant to the provisions of ORC 4117.08 (C).

#### SECTION 2.

The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement, which represents the total Agreement between the parties, shall remain the exclusive function of the Employer.

#### SECTION 3.

If either party is required to negotiate during the term of this Agreement, the Employer can implement a Last and Best offer after a reasonable period of negotiations.

## ARTICLE 25

### SEVERABILITY/CONFORMANCE OF LAW

#### SECTION 1.

The parties hereto recognize all laws that the parties are required to recognize, and said parties shall not impede, violate, or encroach into anyone's individual legal rights.

## ARTICLE 26

### COMMERCIAL DRIVERS LICENSE

#### SECTION 1.

The parties agree that, for those bargaining unit employees who require a Commercial Driver's License (CDL), the following shall apply:

- A. Employees shall not lose any straight time hourly pay for time spent in an Employer-approved training session. Further, the cost of such training shall be paid by the Employer.
- B. The Employer shall reimburse an employee the cost of one (1) test per contract, and should the employee successfully pass the test, the Employer shall reimburse an employee the license fee(s) on the required endorsements. Such amount of reimbursements shall not exceed fifty (\$50.00) per contract.
- C. The employer will reimburse the renewal cost of the CDL license fee for those employees required to have a CDL.

**SECTION 2.**

Any new hires after December 31, 2012 must have a CDL Class B with air brakes license upon employment. Bargaining members must maintain the CDL as a condition of employment. Any issues involving bargaining unit employees will be addressed on a case by case basis.

**ARTICLE 27**

**CDL DRUG TESTING**

**SECTION 1.**

The parties agree that bargaining unit employees are subject to substance abuse testing per Federal CDL requirements. The parties further recognize that a positive CDL drug or alcohol test will result in the affected employee being considered unable to perform essential functions of his job. It is also agreed that refusal to take a CDL drug or alcohol test shall be considered a positive test.

**ARTICLE 28**

**TUITION REIMBURSEMENT**

**SECTION 1.**

The employer will provide the opportunity for tuition reimbursement for job related courses as determined by the Township Trustees. All courses and reimbursement decisions are subject to prior approval from the Township Trustees. Tuition cost will be reimbursed upon documented presentation of a "C" or 2.0 grade point or better. This article is not grievable.

**ARTICLE 29**

**LABOR MANAGEMENT MEETINGS**

**SECTION 1.**

A joint committee shall meet to discuss subjects of mutual concern and shall not be considered an extension of collective bargaining. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the resolution of common issues; these meetings are not considered an extension of day to day communication between the employer and employees. Such meetings will be scheduled by mutual consent. The parties shall submit an agenda of the meeting at least seventy two (72) hours prior to the date of such meeting.

ARTICLE 30

DURATION/TERMINATION

SECTION 1.

This agreement shall be effective as of January 1, 2013, 12:01 a.m., and shall remain in effect and in force until December 31, 2015. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before September 1, 2015, prior to the termination (anniversary) or date that it desires to terminate or modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date; this Agreement shall remain in full force and be effective until notice of termination of the Agreement is provided to the other party in the mater set forth in the following section.

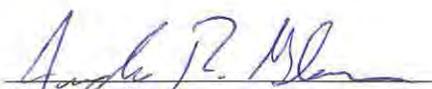
SECTION 2.

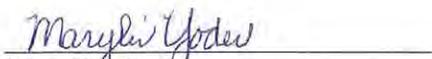
The parties agree to a reopener in the second and third years of the agreement over the issues of wages and health insurance.

SECTION 3.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth above in Section 1. Mediation agencies (Federal mediation and Conciliation Service) acceptable to both parties may enter negotiations at the request of both parties.

FOR THE EMPLOYER:

  
Andrew Glenn  
Springfield Township Trustee

  
Marilyn Yoder  
Springfield Township Trustee

  
Robert Bethel, Chairman  
Springfield Township Trustee

DATE: 2-18-13

FOR THE UNION:

  
Dave Tillman, Steward  
AFSCME Local 544, Ohio Council 8,  
AFL-CIO

  
Paul Manzak  
AFSCME Local 544, Ohio Council 8,  
AFL-CIO

  
Steve Kowalik,  
AFSCME Ohio Council 8,  
AFL-CIO, Staff Representative

DATE: 2-25-13

## LETTER OF UNDERSTANDING

The parties agree that, for those bargaining unit employees who require a Commercial Driver's License (CDL), the following shall apply:

1. Employees shall not lose any straight time hourly pay for time spent in an Employer-approved training session. Further, the cost of such training shall be paid by the Employer.
2. The Employer shall reimburse an employee the cost of one (1) test per contract, and should the employee successfully pass the test, the Employer shall reimburse an employee the license fee(s) on the required endorsements. Such amount of reimbursement shall not exceed fifty dollars (\$50.00) per contract.

## QUALIFICATIONS/SKILLS

1. CDL Class A or B license
2. Electrical Installation and Maintenance
  - a. Basic electrical knowledge
  - b. Changing/installing ballasts, plugs, switches, light bulbs and running conduit using current township equipment
  - c. No license required
3. Concrete/Masonry Construction and Maintenance
  - a. Forming, pouring and finishing slabs, sidewalks and foundations
4. Drywall Construction and Repair
  - a. Basic installation, taping, mudding, sanding, texturing, finishing, patching and repairing
5. Welding
  - a. No certificate required
  - b. Repair welding and minor fabrication using current township equipment
6. Plumbing
  - a. Sink and waterline repair, clearing clogs, sweating and gluing joints
  - b. Replacing sinks, toilets, etc.
7. Landscaping
  - a. Basic lawn mowing, pruning, trimming, spraying etc.
8. Irrigation System Maintenance
  - a. Replacing and repairing irrigation systems
9. HVAC Maintenance
  - a. Basic maintenance, changing filters, preventative maintenance
10. Painting
  - a. Basic interior/exterior
  - b. Knowledge of what paints and equipment to use, preparation of surfaces
11. Janitorial Skills
  - a. Basic knowledge of equipment and cleaning techniques
  - b. Cleaning, stripping and waxing of floors
  - c. Carpet stain removal
12. Light Equipment Operator
  - a. Knowledge of the safe operation of small equipment, lawnmower, small backhoe, etc.
13. Heavy Equipment Operator
  - a. Knowledge of the safe operation of large equipment, front end loader, large backhoe, rentals, etc.
14. Grading Laser Operator
  - a. Setting a grade, fence posts, concrete forms etc.
15. Mechanic-Basic
  - a. Basic knowledge of mechanics for all equipment
  - b. Preventive maintenance, changing light bulbs, checking tire pressure, checking fluids, daily truck inspection

16. Mechanic-Advanced

- a. Advanced knowledge of mechanics
- b. Change oil filters, change tires
- c. Trouble shooting electrical systems, hydraulics, brakes, wiring
- d. Knowledge of preventive maintenance schedule

17. General Maintenance

- a. Handyman duties not contained in other categories
- b. Fixing and replacing file cabinets, door hardware, windows

18. Leadership Skills

- a. A “go to” person
- b. Takes initiative to show co-workers how to perform tasks
- c. Others trust your judgment
- d. Completes all tasks in a timely manner

19. Cooperative

- a. Willing to help the public, the employer and their co-workers
- b. Looks out for the best interest of the township
- c. Works well with supervision
- d. Has a good public image

20. Innovative

- a. Freely comes forward with new ideas
- b. Thinks about what is best for the township

21. Shows Initiative

- a. Does things without being asked
- b. Recognizes that something needs to be done and does it

