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**AGREEMENT BETWEEN**  
**MONCLOVA TOWNSHIP BOARD OF TRUSTEES**  
**AND**  
**TEAMSTERS LOCAL UNION NO. 20**  
**affiliated with the**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
**Administrative Operations Employees**  
**&**  
**Road Maintenance Employees**

**Effective: January 1, 2013**

**Expiration: December 31, 2015**

## **AGREEMENT**

THIS AGREEMENT is made and entered into in the Township of Monclova, County of Lucas, State of Ohio, by and between the MONCLOVA TOWNSHIP BOARD OF TRUSTEES, (hereinafter referred to as the "Employer") and the TEAMSTERS LOCAL UNION NO. 20, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, (hereinafter referred to as the "Union").

## **PREAMBLE**

It is the general purpose of this Agreement to achieve a better understanding between the parties, and to provide for the peaceful settlement of any differences that may arise between the parties. The parties to this Agreement will cooperate fully to secure the advancement and achievement of the above purposes. No grievance will be filed on this Article.

## **DEFINITIONS**

Wherever in this Agreement "man" or "him" or their related pronouns may appear, either as words or parts of words, they have been used for representative purposes and are meant to include both female and male sexes.

Whenever "days" is used in this Agreement, it is defined as regular work days, excluding Saturdays, Sundays and holidays, unless specifically stated otherwise.

## ARTICLE 1.

### **MANAGEMENT RIGHTS**

The Union shall recognize the right and authority of the Board of Trustees to administer the business of the Township, and in addition to other functions and responsibilities which are not specifically mentioned herein, the Union shall recognize the Board has and will retain the full right and responsibility to direct the operations of the Township, to promulgate rules and regulations and to exercise the prerogative 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, lay off, recall, reprimand, suspend, discharge, reward or discipline for just cause, and to maintain discipline among employees;

2. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed, including implementation of necessary action in emergency situations;
3. To determine the Township's budget, goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet those purposes;
4. To determine the size and composition of the work force and the Township's organizational structure, including the right to layoff employees due to lack of work, lack of funds, or abolishment of position;
5. To determine the hours of work, including overtime, work schedules, and to establish the necessary work rules for employees;
6. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standard of quality and performance to be maintained.

The above rights of management are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent in management. Any of the rights, powers and authority the Employer had prior to entering into this collective bargaining agreement are retained by the Employer except as expressly and specifically abridged, deleted, granted or modified by this Agreement.

The Employer shall not subcontract work customarily performed by the bargaining unit employees unless: (1) adequate existing equipment and/or other facilities are not available to perform the work when it is needed; or (2) the Employer does not have employees in sufficient number or skills to perform such work; or (3) economies or efficiencies dictate otherwise; or (4) the work has been subcontracted in the past.

Prior to entering into any subcontract, the Employer will provide the Union notice of its intent to do so.

## ARTICLE 2.

### RECOGNITION CLAUSE

Section 1. The Employer hereby recognizes the Union as the sole and exclusive representative for all employees working in Monclova Township in the Administrative Operations Department and Maintenance Department, including the Zoning Administrator, Township Secretary, Road Maintenance and Road Maintenance/Mechanic classifications; but excluding management, supervisory, confidential and professional employees as defined in the Ohio Public Employee Collective Bargaining Act, Ohio Revised Code Chapter 4117, as presently enacted or hereafter amended.

Section 2. The term “employee” as used herein shall mean all regular employees working in the Monclova Township Administrative Operations Department in the Zoning Administrator and Township Secretary classifications and all regular employees working in the Monclova Township garage in the Road Maintenance and Road Maintenance/Mechanic classifications. Seasonal non-bargaining unit employees may be used primarily for seasonal periods not to exceed a period of one-hundred and twenty (120) days. Seasonal non-bargaining unit employees shall not be used unless all bargaining unit employees are working or have been offered the work opportunity.

### ARTICLE 3.

#### UNION DUES

Section 1. In recognition of the Union’s service to the Bargaining Unit and to promote harmonious and stable relationships between the Bargaining Unit and the Employer, employees within the Bargaining Unit shall, within thirty (30) days of this Agreement, or completion of their probationary period, whichever is later, either become members of Teamsters Local 20 or share in the financial support of Teamsters Local 20 by paying to Local 20 a service fee not to exceed the amount of dues uniformly required by members of Local 20.

(a) The Employer will deduct any unpaid Union dues, initiation fees and equal assessments owed to the Union, as well as current Union dues, initiation fees, service charges and equal assessments from the paychecks of employees working in classifications included in the recognition clause herein. Such deductions shall be made from the first paycheck of the month for which current dues and any initiation fees or service charges are due the Union. The Employer further agrees to remit to the Secretary-Treasurer of the Union, dues, initiation fees, service charges, and uniform assessments so deducted from the paychecks of the employees covered herein.

(b) The Union will establish a rebate program for fees deducted from non-members of the Union in accordance with Ohio Revised Code 4117.09.

(c) The Union shall indemnify and hold the Employer harmless against any claims and liability that may arise out of, or by reason of, any actions taken by the Employer for the purpose of complying with the provisions of this Article. In the event that the Employer is held responsible for the repayment of monies paid to Local 20 pursuant to this section, Local 20, to the extent of those funds actually received, shall reimburse same to the Employer and/or the designated employees involved.

## ARTICLE 4.

### UNION BUSINESS

Section 1. Employees elected or appointed to represent the Union shall perform their Union functions including, but not limited to, attendance at regular and special meetings, conventions and seminars on their off-duty time. The Employer shall recognize up to one (1) employee to act as local Union steward for the purpose of processing grievances or performing other Union-related business. One (1) Steward shall be permitted reasonable time to investigate, present and process grievances on Employer time without loss of pay during regular working hours, provided that he obtains permission from his supervisor before leaving his work station to investigate a grievance. Such permission shall not be unreasonably withheld. Such permission shall be on a request form, agreed upon by the parties, and shall be presented to the supervisor and where reasonably possible, shall be presented to the supervisor prior to the steward leaving his work station. In the event that the steward is unable to present the permission form in advance, the permission form shall then be submitted to the supervisor within two work days from the time the steward left his work station to investigate, present or process grievances.

Section 2. The Employer shall allow the Union access to a bulletin board for the purpose of posting notices pertaining to Union business, provided that such notices and/or postings shall not be a political, obscene or scurrilous nature.

Section 3. The Employer agrees that the authorized representative(s) of the Union may have access to the facilities or work areas of the Township to investigate grievances, settle disputes and observe general working conditions at all reasonable hours, provided such representative reports to an official of the Township upon entering the facilities or work areas and such visit is made in such a manner as to not disrupt the Township operations.

## ARTICLE 5.

### GRIEVANCE PROCEDURE

Section 1. A grievance under this Agreement is a dispute arising out of the interpretation or application of express provisions of this Agreement.

If an employee feels he has a grievance, he may proceed in the following manner:

Supervisor (Maintenance Department Step 1)

An employee having a grievance and/or his Union Steward shall arrange a meeting with the employee's immediate supervisor for the purpose of discussing the grievance. Failing to obtain a satisfactory resolution, the employee may proceed to the next step.

Administrator (Administrative Operations Department Step 1)

An employee having a grievance and/or his Union Steward may arrange a meeting with

the Administrator for the purpose of discussing and attempting to informally resolve the grievance. If the employee elects not to meet with the Administrator in an effort to informally resolve the grievance, or does not receive a satisfactory answer, the employee and/or the Steward shall reduce his grievance to writing on the grievance form generally used by Teamsters Local 20, sign it, and file the grievance with the Administrator within five (5) work days of the occurrence giving rise to the grievance. If the employee and Administrator mutually agree, the parties may meet a second time to attempt to resolve the grievance. The Union Steward may attend this meeting if the employee so desires. The Administrator shall respond in writing to the grievant, with a copy to the Union, within seven (7) work days from the date of receipt of the grievance or the second meeting if one is held, whichever is later.

Administrator (Maintenance Department Step 2)

The employee and/or the Steward shall reduce his grievance to writing on the grievance form generally used by Teamsters Local 20, sign it, and with his Steward, if he so desires, present the grievance to the Administrator within five (5) work days of the occurrence giving rise to the grievance. The Administrator shall meet with the grievant and if the employee so desires, the Steward and Union Business Representative, to attempt to resolve the grievance and shall respond in writing to the grievant, with a copy to the Union, within seven (7) work days from the date of the meeting.

Arbitration (Administrative Operations Step 2 – Maintenance Department Step 3)

If the decision of the Administrator is not satisfactory, then the Union shall notify the Employer in writing within ten (10) work days after the date of the response that the grievance is to be submitted to arbitration. The parties shall request the Federal Mediation and Conciliation Service to provide a panel of seven (7) Arbitrators. Within ten (10) work days after receipt of such panel, the parties shall select the Arbitrator by alternately striking names from the panel. The party to strike the first name shall be chosen by a coin toss. Either party can request a second panel of arbitrators from FMCS and the cost of the second panel shall be borne solely by the party requesting the second panel unless the parties mutually desire a second panel.

Arbitration shall be limited to matters concerning the interpretation or application of provisions as listed in this Agreement. The Arbitrator's jurisdiction and authority shall be limited to the particular issue presented to him, and he shall have no jurisdiction or authority to add to, subtract from, or alter in any way the provisions of this Agreement. The Arbitrator shall have no jurisdiction or authority to substitute his discretion for the Employer's discretion in cases where the Employer is given discretion by this Agreement or by law.

The Employer and the Union shall each pay their own expenses incurred with respect to preparation and presentation of its case to the Arbitrator. Any expenses incurred with respect to the services of the Arbitrator shall be borne equally by the parties. The decision of the Arbitrator shall be final and binding on all parties.

Section 2. Failure by the employee and/or the Union to reduce the grievance to writing and present it within the time limitations prescribed at any step or to appeal it within the time limitations prescribed shall result in dismissal of the grievance.

Section 3. Failure by the Employer to answer a grievance within the time limitations prescribed at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step.

ARTICLE 6.

**DISCIPLINARY PROCEDURE:**

Discipline shall be within the sole authority and discretion of the Township Administrator. All discipline shall be for just cause and is subject to the grievance procedure. Discipline shall be progressive and shall generally consist of the following steps:

- First Offense:           Warning
- Second Offense:       Second warning
- Third Offense:         1 to 3 day Suspension
- Fourth Offense:        3 to 5 day Suspension
- Fifth Offense:         Discipline up to and including Discharge

Suspension or discharge may be imposed for any serious offense if the Township Administrator determines that the offense does not warrant progressive discipline.

- a.     Attendance infraction shall follow the same discipline process, but shall be calculated separately.
- b.     No discipline shall be based on a prior offense which occurred more than 18 months prior.

ARTICLE 7.

**NO STRIKE-NO LOCKOUT**

Section 1. Neither the Union nor any of the employees covered by this Agreement shall engage or participate, either directly or indirectly, in any strike, sit-down, stay-in or slow-down, any cessation or interruption of work, interference with the shipment of goods or materials, boycott of or interference with the operations of the employer in any way.

Section 2. In the event of a violation of Section 1 hereof, the Union upon being notified shall immediately order orally and by telegram (with a copy to the Employer) all employees

covered by this Agreement to return to work notwithstanding the existence of a picket line and instruct the employees covered by this Agreement that their conduct is in violation of this Agreement, that they may be disciplined up to and including discharge, and that the Union instructs all such strikers to return to work.

Section 3. The Employer shall have the right to discipline, up to and including discharge, any employees engaging in, participating in, or encouraging a work stoppage in violation of this Article, and only an issue of fact as to whether or not any particular employee engaged in, participated in, or encouraged any violation of this Article is subject to the grievance and/or arbitration procedure.

Section 4. The Employer agrees not to institute a lockout of employees during the term of this Agreement.

## ARTICLE 8.

### SENIORITY

Section 1. Definitions. Seniority is defined as the length of time that the employee has been continuously employed by the Employer since the date of the employee's most recent employment by the Employer. Should employees be hired on the same date, the age (older) of the employees shall determine which employee is the most senior.

Section 2. Layoff and Recall. Employees shall be laid off and recalled within their classifications in accordance with their seniority and ability to do the work available. If an employee is laid off out of their work classification and possesses the qualifications and ability to do the work of a junior employee in another classification, without any additional training, the employee shall be allowed to bump the less senior employee. Employees will be placed on a recall list for one year.

Section 3. Loss of Seniority. Seniority and the employment relationship shall be terminated if: (a) an employee quits; (b) an employee is dismissed for just cause; (c) an employee fails to notify the Employer within three (3) workdays after issuance of notice of recall or actually return to work within fourteen (14) days of receipt of the notice of recall; (d) an employee is absent for three (3) consecutive workdays without advising the Employer and giving reasons satisfactory for the Employer for such absence; (e) an employee gives a false reason for obtaining a leave of absence or engages in other employment during such leave (except employment that the employee had prior to taking the leave unless such employment is inconsistent with the reason for the leave) or fails to return to employment at the end of such leave; (f) an employee is absent from the employ of the Employer for any reason, other than layoff, for a period of twelve (12) months; or (g) an employee falsifies pertinent information on his application for employment.

Section 4. Seniority List. A seniority list will be made available upon request of a

bargaining unit employee or the Union.

Section 5. Probationary Period. The first ninety (90) calendar days of employment shall be deemed a probationary period, and during such probationary period an employee may be laid off, demoted or discharged at the Employer's sole discretion. Probationary employees shall not receive fringe benefits during the probationary period. Probationary employees continued in the service of the Employer subsequent to ninety (90) calendar days after the first day worked shall receive full continuous service credits from the date of the first day worked.

ARTICLE 9.

### **JOB ASSIGNMENT**

The Employer shall assign all the work to be performed in the Maintenance Department each morning. The Employer shall assign all jobs in a fair and equitable manner and where practical by seniority. Probationary employees may be assigned to any jobs, including the jobs that have been selected by other employees in order for the Township to properly evaluate their performance during their probationary period. In addition, the Employer may assign jobs to particular employees when their skill and ability to perform a particular job is necessary. The Employer agrees that this right shall not be used to prevent employees from gaining training and skills in all aspects of the job duties so as not to deny their seniority rights to a fair and equitable work assignment. Jobs which arise after the morning job assignment is complete shall be offered by seniority where practical.

ARTICLE 10.

### **LEAVES OF ABSENCE**

Section 1. Personal Leaves. Full-time employees will be granted three (3) days of paid personal time per year. A reason is not required to be presented to take personal time, but the request must be presented in writing to the Supervisor in advance of the use of the personal time, except in the case of an emergency. The taking of personal leave is subject to emergency conditions in the Township and can be taken only with the Supervisor's approval. Personal time can only be used after an employee completes his probationary period and can not be carried over from year to year.

For good cause shown, employees may request in writing an unpaid leave of absence for personal reasons for a period not to exceed thirty (30) days which may be granted at the sole discretion of the Employer. The operational needs of the Township will be taken into consideration in determining whether to grant the leave. Seniority shall accumulate during such leave, subject to the limitations of Article 8, Loss of Seniority.

Section 2. Bereavement Leave. When an employee has a death in his immediate family

and actually attends the funeral, the Employer will allow the employee up to three (3) workdays off with pay to attend to family matters. If travel in excess of 150 miles each way is required, an additional two (2) days will be allowed. The Employer may require documentation, satisfactory to the Employer, of attendance at the funeral.

The employee may not receive bereavement pay for any days or parts of days that fall on Saturday, Sunday, paid holidays, part of the employee's vacation or any other day the employee was not scheduled to work.

Members of an employee's immediate family shall include current spouse, parent, stepparent, child, stepchild, brother, sister, stepbrother, or stepsister, mother-in-law, father-in-law, son-in-law, daughter-in-law, aunt, uncle, grandparent and grandchild.

Employees may request additional bereavement leave for the death of an immediate family member up to five (5) days which may be granted at the sole discretion of the employer. If the additional days are granted, the employee shall have the option of charging the additional days of bereavement leave to either non-paid time, sick time or vacation time.

An employee shall be granted one (1) day off without pay to attend the funeral of a friend or relative other than listed above, not to exceed a total of five (5) days in one year. The employee may use accumulated vacation or sick leave in order to be compensated for the days of absence or may take the day without pay at the employee's option.

Section 3. Military Leaves. The Employer shall grant a leave of absence to an employee who enters active military service and shall grant subsequent re-employment rights in accordance with applicable State and Federal Law.

Section 4. Family Leave/Medical Leave. Nothing contained in this Agreement shall prevent the Employer from complying with the requirements of federal or state laws pertaining to handicap or disability or dealing with family or medical leaves of absence.

## ARTICLE 11.

### SICK LEAVE

Section 1. Crediting of Sick Leave. Sick leave for all regular full time employees shall accumulate at the rate of 3.75 hours per pay period, while employed or on paid leave. The maximum number of days accumulated shall be sixty (60) days.

Section 2. Charging of Sick Leave. Sick leave shall be charged in minimum units of one half (½) an hour. An employee shall be charged for sick leave, on a half-hour-for-half-hour basis, only for days which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings. A maximum of two (2) hours will be paid for any medical appointment with proof of attendance.

Section 3. Uses of Sick Leave. Subject to the requirements of the Family Medical Leave Act and the Americans with Disabilities Act, sick leave shall be granted to an employee upon approval of the Employer for the following reasons:

1. Illness or injury of the employee.
2. Serious illness or other serious emergency in the employee's immediate household. An employee can take five (5) days for each such illness not to exceed ten (10) days per year. Staying home with children or dependents who are too ill to go to school or to be left alone, but who are not critically ill, is considered a normal family responsibility for which sick leave is not available.
3. Exposure to contagious disease that can be communicated in the work place until quarantine is lifted or danger removed.
4. Childbirth and complications thereof with written confirmation by the attending physician based upon need and not to exceed the employee's accumulated sick leave.
5. Serious illness of close relative.
  - (a) Serious illness of parents or children living in a separate household. A maximum of five (5) days per year can be taken. The time is included in the ten (10) day total referred to in two (2) above.
  - (b) Serious illness of brother or sister. A maximum of five (5) days per year can be taken. The time is included in the ten (10) day total referred to in two (2) above.
  - (c) Serious illness of aunt or uncle. A maximum of one day per year can be taken. This time is included in the ten (10) day total referred to in two (2) above.
6. Death of a member of the employee's family as provided in Article 10, Leaves of Absence, Section 2, Bereavement Leave.

Section 4. Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written, signed statement to justify and explain the nature of the illness for the use of sick leave. If medical attention is claimed by, or required by an employee, a certificate stating the nature of the illness from a licensed physician may be required by the Employer to justify the use of sick leave. In addition, the Employer may require the Employee to provide medical certification from a licensed physician for absences of three (3) or more

consecutive days duration or where there is suspected abuse of sick leave, including excessive absenteeism or patterned absenteeism. Falsification of either a physician statement or falsification of a sick leave application shall be grounds for disciplinary action. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Employees who are off sick shall contact work each day they will not be at work unless medical certification has been provided to the Employer stating the employees need to be off for an extended period. Call-ins shall be made in accordance with the current practice. If the employee is incapacitated the employees spouse or designee can make the call to the Employer.

ARTICLE 12.

**SAFETY AND HEALTH**

The Employer will continue to provide high safety standards in accordance with present practice, and shall take reasonable safety precautions in transporting employees in the course of performing their job duties. Each employee shall cooperate to the fullest in the promotion of safety, safe work habits, and good housekeeping. Employees shall comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. The Township agrees to supply employees with the equipment necessary to do their job. Requests for equipment shall be made to the Administrator. The Employer shall supply and maintain in proper working order all personal protective equipment reasonably necessary, including but not limited to: respirators, back braces, goggles, hearing protection, work gloves, safety vests, chaps and hard hats. The Employer shall pay for employee immunizations for Hepatitis, tetanus and influenza.

ARTICLE 13.

**HOURS OF WORK, WORKWEEK AND PAYDAY**

**Section 1.** Administrative Operations Department

The normal work week for employees of the Administrative Operations Department shall be five (5) eight (8) hour days per week, Monday through Friday 8:00 a.m. to 4:30 p.m. with a one half (½) hour unpaid lunch period. On days when meetings of the Township Trustees, Zoning Commission or Zoning Board of Appeals are held in the evening, the regular schedule shall be 12:00 p.m. to 8:30 p.m. with a one half (½) hour unpaid dinner period. Should the meeting adjourn prior to 8:30 p.m. the employees shall still be credited with eight (8) hours for the day. Any hours worked outside this schedule must be approved by the Township Administrator.

The current practice of attendance at public meetings, Trustee meetings, Zoning Commission meetings and Zoning Board of Appeals meetings by employees covered by this Agreement shall continue and when attendance at such meetings results in overtime pursuant to Article 14, the employee shall have the option of being paid overtime or receiving comp time.

Section 2. Maintenance Department

The workday for employees of the Maintenance Department shall be five (5) eight (8) hour days per week 7:00 a.m. through 3:30 p.m. Monday through Friday, with a one half (½) hour unpaid lunch period. During each workday, a fifteen (15) minute paid break shall be allowed in the a.m. and a fifteen (15) minute paid break shall be allowed in the p.m. Employees will be allowed a period of fifteen (15) minutes before quitting time at the end of each day for the purpose of washing up.

Section 3. Changes in the normal work schedule of some or all employees may be made provided the Union is given two (2) weeks advance notice when reasonable and foreseeable and such changes are not arbitrary or capricious. Where the Employer is unable to give two (2) weeks notice, it will give as much notice as reasonably possible.

Section 4. Any employee who reports for work without prior notice not to report shall receive a minimum of one (1) hour of work or one (1) hour pay at the usual hourly rate. In addition, any employee called in to work outside their regular working hours shall receive a minimum of four (4) hours pay at the appropriate overtime rate. The Employer can assign the employee duties for the entire four (4) hour period. Once the assigned task is completed and all facilities and equipment are secured, all personnel are off the clock. No additional time is to be worked, or previously unassigned tasks accomplished, without prior supervisory approval.

Section 5. Payday will generally be as present, every two (2) weeks on Wednesday of pay week. All bargaining unit employees will use direct deposit for payroll purposes.

ARTICLE 14.

**OVERTIME**

Section 1. Time and one-half the employee's usual hourly rate will be paid for all hours worked in excess of forty (40) hours in any one (1) week. There shall be no pyramiding or duplication of overtime, holiday or other premium pay. Paid holidays, sick leave, vacation time, and compensatory time shall be counted as hours actually worked for purposes of computing overtime.

Section 2. In lieu of overtime pay employees may accumulate compensatory time up to a maximum of one hundred twenty (120) hours. Employees must obtain the written permission of their Supervisor to take compensatory time off. The needs of the Township will be considered in determining whether permission will be granted.

ARTICLE 15.

**OVERTIME PROCEDURES**  
(Administrative Operations Department)

Overtime work shall be offered by classification to bargaining unit employees by seniority.

**OVERTIME PROCEDURES**  
(Maintenance Department)

Section 1. Allocation. Overtime work (work which is performed outside the regular work day) shall be offered on a rotating basis among bargaining unit employees. Provided however overtime work for a mechanic shall first be offered to employee(s) working in the Mechanic/Road Maintenance classification.

Section 2. Overtime work not filled in the forgoing manner shall be offered first to the Maintenance Supervisor. Any overtime work not voluntarily filled by bargaining unit members or the Supervisor shall be assigned to qualified probationary employees and then to qualified bargaining unit employee(s) in inverse order of seniority. Nothing in this provision shall prevent the employer from requiring an employee in the Mechanic/Road Maintenance classification to work mandatory overtime.

Section 3. Snow Season. For the purpose of snow removal and salting, the Employer shall maintain a rotating list of hours of overtime worked or offered to employees in the bargaining unit. Overtime hours (worked or offered) shall be posted on the bulletin board and updated continually. The Maintenance Supervisor shall be included in the rotating overtime list. Part time and probationary employees shall not be eligible for overtime work unless all seniority employees covered by this Agreement refuse the overtime work.

ARTICLE 16.

**HOLIDAYS**

Section 1. Holidays. For the purposes of this Agreement, the following shall be recognized as legal holidays:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Thanksgiving Day
Memorial Day	Veterans Day (to be observed the day after Thanksgiving)
Independence Day	Christmas Day

All time worked after the normal eight (8) hour shift on December 24<sup>th</sup> and December 31<sup>st</sup> will be

paid at double (2X) time.

Section 2. Holiday Pay. Employees must have at least ninety (90) days full-time employment with the Township prior to the month of the holiday and not be in their probationary period to be entitled to holiday pay. Each such employee shall receive eight (8) hours of pay at his regular hourly rate for the above holidays without working on such holidays. All regular bargaining unit employees qualified under this Section shall receive double times (2X) his regular hourly rate for any hours worked on any of the above holidays in addition to holiday pay. Double times (2X) pay for the New Years Day, Independence Day and Christmas Day holidays will be paid for time worked on January 1<sup>st</sup>, July 4<sup>th</sup>, and December 25<sup>th</sup>. When the observed date for any of these holidays is other than one of the aforementioned dates, employees required to work on the observed day will receive his regular hourly rate in addition to holiday pay.

ARTICLE 17.

VACATION

Section 1. Vacation Schedule. Regular full time employees shall receive a vacation with pay in accordance with the following schedule.

<u>Years of Service</u>	<u>Vacation Calculated in Days</u>	
	Employees hired Prior to Jan 1, 2013	Employees hired after Dec. 31, 2012
Less than 1 year	0	0
One through five years	10 days with pay	10 days with pay
6 years	11 days with pay	11 days with pay
7 years	12 days with pay	12 days with pay
8 years	13 days with pay	13 days with pay
9 years	14 days with pay	14 days with pay
10 years	15 days with pay	15 days with pay
11 years	16 days with pay	16 days with pay
12 years	17 days with pay	17 days with pay
13 years	18 days with pay	18 days with pay
14 years	19 days with pay	19 days with pay
15 through 19 years	20 days with pay	20 days with pay
20 years or more	25 days with pay	20 days with pay

Section 2. Scheduling of Vacation. Vacations shall be used in the year in which it is due. Except, each employee may cash in or carry over up to five (5) days. The rest of the employee's vacation must be used by his anniversary date. Years of service for vacation purposes shall be computed from the date of the employee's most recent date of hire with the Township. Employees must request to use vacation days at least one week in advance of the first vacation

day requested. Vacation requests will be granted in the order that they are received and can be denied based upon the needs of the Township. No more than one employee can be on vacation at one time except for a personal emergency. Two employees may be allowed off at the same time at the discretion of the Township Administrator. If an employee requests vacation less than one week in advance, it is within the sole discretion of the Employer whether the request will be considered.

ARTICLE 18.

**PENSION AND DEFERRED COMPENSATION**

The Employer shall continue to participate in the Public Employees Retirement System of Ohio as in the Ohio Revised Code.

The Employer will make available during the term of this Agreement the opportunity for all employees to participate through payroll deduction in a deferred compensation program as offered by the Board of Trustees.

ARTICLE 19.

**MEDICAL INSURANCE**

Section 1. Benefits. The Employer shall continue to provide the health insurance benefits included in the current medical plan, prescription drug plan, dental plan, vision plan, and life insurance plan which are listed in Appendix "B" of this Agreement and made a part hereof. The Employer reserves the right to change the insurance provider at its sole discretion.

Section 2. Continuation of Insurance. If an employee is off work due to illness or injury, the Employer shall continue to pay for health insurance benefits for a period of up to six (6) months.

Section 3. Employees covered by this agreement will pay five percent (5%) of the cost of their individual, individual plus one, or family health care benefits the first year of this agreement, seven and one half percent (7½%) the second year and ten percent (10%) the third year subject to the maximum caps outlined in the following chart. The caps only apply to current employees; hired prior to January 1, 2013. Employees hired after December 31, 2012 are subject to the full 5%, 7½ % and 10% contribution. This contribution will be a payroll deduction.

	Insurance Contribution Cap		
	2013	2014	2015
Single	\$36.40/month	\$55.47/month	\$74.53/month
Individual plus one	\$58.93/month	\$88.40/month	\$117.87/month
Family	\$79.73/month	\$119.60/month	\$159.47/month

ARTICLE 20.

**WAGES**

Section 1. Rates of pay and their effective dates during the term of this Agreement shall be as set forth in Appendix A attached hereto and made a part hereof.

ARTICLE 21.

**MISCELLANEOUS PROVISIONS**

Section 1. Jurisdictional Rules. The Employer agrees to respect the jurisdictional rules of this Agreement by not directing other employees not covered by this Agreement to perform bargaining unit work, except as provided in Section 2 of this Article.

Section 2. Supervisors. Supervisory employees shall not perform work except as provided in this Section.

- (a) Bona fide emergencies after all bargaining unit employees have been offered the available work;
- (b) When regular employees are not available because of absenteeism, tardiness, illness or injury;
- (c) To instruct, train or assist employees;
- (d) To relieve regular employees for lunch or break periods;
- (e) When starting and testing new equipment or processes.
- (f) To perform other Maintenance Department jobs provided they have been submitted through the daily bid system, but not taken by the employees covered by this Agreement.

Section 3. Training. The Employer agrees to make reasonable efforts to provide sufficient instruction and information for employees to properly perform the job assigned. The Employer further agrees to make reasonable efforts to provide in-service training to those employees who wish to qualify themselves for available work. Employees shall be paid for all time attending training/classes at the appropriate hourly rate for classes attended at the Employer's request.

Section 4. The Employer agrees to pay a mileage reimbursement in accordance with IRS publications for employees who use their personal vehicles for Township use.

Section 5. Driving (Administrative Operations) All Administrative Operations employees must have a valid and currently effective driver's license by the completion of their probationary period. If a probationary employee does not obtain this license by the completion of his probationary period, his employment will be terminated. If a non-probationary employee does not meet this requirement, the employee shall be assigned to whatever jobs are available that he is qualified to perform, and, in the event no such jobs are available, he shall be placed on an unpaid leave of absence for a period not to exceed thirty (30) days and shall not be entitled to receive unemployment compensation benefits. If the employee is unable to obtain the driver's license within the thirty (30) day leave, the employee shall be terminated. Employees must show the supervisor their driver's license every ninety (90) days so the Employer can verify compliance. The Employer shall have no obligation to create a job or otherwise accommodate an employee who is unable to meet the requirements as set forth above in this Section.

Section 6. Driving (Maintenance Department) All Maintenance Department employees must have a valid and currently effective Class "A" commercial driver's license with air brake endorsement by the completion of their probationary period. If a probationary employee does not obtain this license by the completion of his probationary period, his employment will be terminated. If a non-probationary employee does not meet this requirement, the employee shall be assigned to whatever jobs are available that he is qualified to perform, and, in the event no such jobs are available, he shall be placed on an unpaid leave of absence for a period not to exceed thirty (30) days and shall not be entitled to receive unemployment compensation benefits. If the employee is unable to obtain the Class "A" commercial driver's license with air brake endorsement within the thirty (30) day leave, the employee shall be terminated. Employees must show the supervisor their driver's license every ninety (90) days so the Employer can verify compliance. The Employer shall have no obligation to create a job or otherwise accommodate an employee who is unable to meet the requirements as set forth above in this Section. Bargaining unit employees hired prior to the effective date of this Agreement shall work to obtain a Class "A" CDL. The Employer agrees to pay for the cost associated in obtaining the Class "A" CDL. As long as the employee continues to attempt to obtain the Class "A" CDL the Employer agrees not to lay off the employee.

Section 7. Mechanic's Tools. The Employer agrees to continue to supply tools for employee(s) classified as Road Maintenance/Mechanic. In addition, the Employer will consider, in good faith, any requests by mechanic(s) to purchase tools that would be beneficial for the mechanic's use. No grievance can be filed over the Employer's decision not to purchase tools requested by the employees.

Section 8. Uniforms. The Employer will provide to the employees in the Road Maintenance and Road Maintenance/Mechanic classifications five short sleeve golf style shirts, five short or long sleeve uniform style shirts, five pairs of shorts, five pairs of pants, one jacket, one Carhart coat, one pair of rain boots, one pair of bib overalls, one rain jacket and one pair of rain pants. The Employer will also provide the employees orange short sleeve t-shirts and/or safety vests to be worn in high traffic areas or other areas where high visibility is required. These items will be replaced when worn out or when damaged beyond repair, provided the worn out or damaged item is returned to the Employer. Employees will be given an allowance of \$100.00 per

year to purchase work boots.

Section 9. Educational reimbursement. The Township shall reimburse the costs for job related courses taken by employees. Such course work must be approved prior to enrolling by submitting a description of the course to the Township Administrator. Courses must be either directly related to the employee's current job or directly related to an obvious career path. These costs shall be reimbursed upon documentation of a "C", 2.0 or equivalent grade.

ARTICLE 22.

### **COURT TIME**

Section 1. Employees will be paid time and one-half for time required to make court appearances outside of their regular work hours when the court appearance is required as part of their work duties.

Section 2. Any employee who is summoned for jury service and actually performs such services shall be paid his usual straight time hourly rate of pay for up to eight (8) hours in a day for time actually spent in jury service, provided the employee surrenders monies received for compensation for such jury service to the Township. The employee is expected to return to work on any day when jury service responsibilities are completed prior to the end of the employee's regularly scheduled work day.

ARTICLE 23.

### **PRESERVATION OF WORK**

In the event the Township or a portion of the Township is annexed or re-apportioned, whereby the annexation or re-apportionment causes a layoff of bargaining unit employees, employees so affected shall be entitled to severance pay equal to one (1) weeks pay for each full year of service up to a maximum of twenty six (26) weeks pay.

ARTICLE 24.

### **SEPARABILITY AND SAVINGS CLAUSE**

If any Article or Section of this Agreement or of any riders hereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall

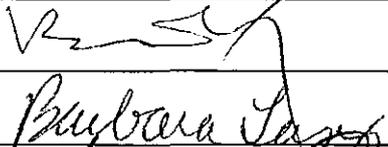
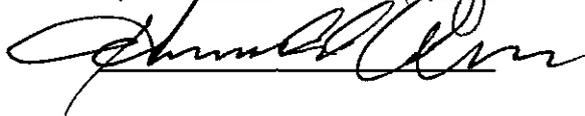
not be affected thereby.

ARTICLE 25.

**DURATION OF AGREEMENT**

This Agreement shall be effective as of the 1<sup>st</sup> day of January 2013, and shall remain in full force and effect until December 31, 2015. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, at least ninety (90) calendar days prior to the anniversary date that it desires to modify the Agreement.

**FOR THE EMPLOYER:**

  
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Barbara Tang  
  
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**FOR THE UNION:**

  
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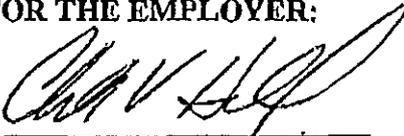
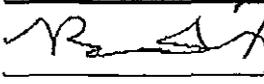
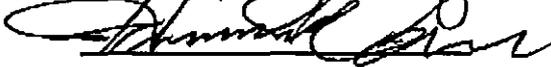
not be affected thereby.

ARTICLE 25.

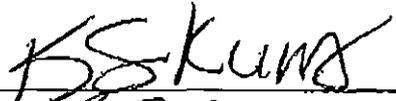
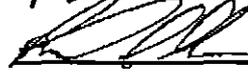
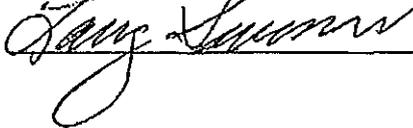
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FOR THE EMPLOYER:

  
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FOR THE UNION:

  
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**APPENDIX A**

**MONCLOVA TOWNSHIP  
HOURLY RATE SCHEDULE**

<b><u>Classification</u></b>	<b><u>1/01/13</u></b>	<b><u>1/01/14</u></b>	<b><u>1/01/15</u></b>
<b>Level I Zoning Administrator</b>	<b>\$15.75</b>	<b>\$15.75</b>	<b>\$15.75</b>
<b>Level II Zoning Administrator</b>	<b>\$25.76</b>	<b>\$26.46</b>	<b>\$27.16</b>
<b>Level I Township Secretary</b>	<b>\$10.75</b>	<b>\$10.75</b>	<b>\$10.75</b>
<b>Level II Township Secretary</b>	<b>\$17.80</b>	<b>\$18.50</b>	<b>\$19.20</b>
<b>Road Maintenance</b>	<b>\$18.30</b>	<b>\$19.00</b>	<b>\$19.70</b>
<b>Road Maint./Mechanic</b>	<b>\$20.80</b>	<b>\$21.50</b>	<b>\$22.20</b>

New employees in Zoning Administrator and Township Secretary classifications will be paid a start rate of \$1.00 below the regular hourly rate of the appropriate classification during the employee's ninety (90) day probationary period.

New employees in both the Road Maintenance and Road Maintenance/Mechanic classifications will be paid a start rate of \$3.00 below the regular hourly rate of the appropriate classification during the first six (6) months and then receive a \$.50 per hour increase every six (6) months until they reach the full rate of pay in the appropriate classification.

## APPENDIX B

### A. Contribution:

1. The Employer will contribute to Teamsters Local No. 20 Insurance, Health and Welfare Plan and Trust, for Life and Accidental Death & Dismemberment Insurance of \$10,000/10,000; Weekly Accidental and Sickness Benefits of \$125.00; and Medical Benefits of Plan 9, and Prescription Plan \$5/ \$10/\$20 for each regular full-time employee covered by this Agreement who has worked at least one (1) day during the month. Contributions for one (1) day worked in a month provides coverage for the following month, i.e. one day worked in January (work month) provides February benefits. Payment of the sum due, together with a list of the names and social security numbers of employees for whom payment is made, shall be forwarded to Teamsters Local 20 Insurance, Health and Welfare Plan and Trust by the fifteenth (15<sup>th</sup>) of the current month.

2. Any increases in the amount of health and welfare and prescription contributions to be paid during the term of this Agreement due to a rise in health costs or otherwise, which does not increase the amount of Health and Welfare coverage for the employees, shall be paid for by the Employer subject to the contribution levels and caps specified in Article 19.

(a) Any negotiated increases in the Health and Welfare Plan made during the term of this Agreement for another plan with increased coverage, which is extended to the employee on the due date, shall be incorporated into this Agreement and shall be paid for by the Employer subject to the contribution levels and caps specified in Article 19.

(b) However, any additional benefits or increased benefits which are added during the term of this Agreement resulting in increased contributions shall be paid for by the Teamsters Local No. 20 Insurance, Health and Welfare Plan and Trust, unless otherwise agreed to.

3. If an employee is absent because of illness or injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of three (3) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave being effective, sufficient monies to pay the required contributions into the Teamsters Local No. 20 Insurance Health and Welfare Plan and Trust during the period of absence.

4. By execution of this Agreement, the Employer authorizes the Employer Associations who are parties hereto to enter into an appropriate Trust Agreement necessary for the administration of such Fund and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

5. Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of the period in a payment of his contributions to the Teamsters Local No. 20 Insurance, Health and Welfare Plan and Trust created under this Agreement in accordance with the rules and regulations of the Trustees of such Fund, after an Officer of the Union has given seventy-two (72) hours' notice to the Employer of such delinquency in Health and Welfare Plan payments, the Union shall have the right to take such action as they deem necessary until such delinquent payments are made and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for all losses resulting there from. Employers who are delinquent also must pay all attorney fees and costs of collections.

B. Eligibility:

1. An employee will become eligible for benefits on the first day of the month following the month the Employer first makes contributions to the Plan on the employee's behalf. For example, one (1) day worked in January provides February coverage.