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STATE EMPLOYMENT
RELATIONS BOARD

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FRANKLIN TOWNSHIP BOARD OF TRUSTEES
AND THE *Portage CO*
FREIGHT DRIVERS, DOCKWORKERS AND HELPERS
UNION LOCAL NO. 24
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

REPRESENTING FULL-TIME ROAD DEPARTMENT EMPLOYEES

EFFECTIVE FROM

June 10, 2013

THROUGH

June 9, 2016

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE 1	PURPOSE.....	4
ARTICLE 2	HEADINGS.....	4
ARTICLE 3	PLURAL.....	4
ARTICLE 4	RECOGNITION.....	4
ARTICLE 5	DUES DEDUCTION/FAIR SHARE.....	5
ARTICLE 6	FAIR SHARE FEE.....	5
ARTICLE 7	NO STRIKE/NO LOCKOUT.....	5
ARTICLE 8	UNION REPRESENTATION.....	6
ARTICLE 9	MANAGEMENT RIGHTS.....	7
ARTICLE 10	DISCIPLINE.....	8
ARTICLE 11	GRIEVANCE AND ARBITRATION PROCEDURE.....	9
ARTICLE 12	ARBITRATION PROCEDURE.....	10
ARTICLE 13	BULLETIN BOARD.....	12
ARTICLE 14	PERSONNEL FILES.....	12
ARTICLE 15	PROBATIONARY PERIOD.....	12
ARTICLE 16	HOURS OF WORK AND OVERTIME.....	13
ARTICLE 17	BARGAINING UNIT WORK/ASSIGNMENTS..... (SUBCONTRACTING)	13
ARTICLE 18	TRAINING.....	14
ARTICLE 19	SENIORITY.....	14
ARTICLE 20	LAY-OFF AND RECALL.....	15
ARTICLE 21	HOLIDAYS.....	16
ARTICLE 22	VACATION.....	16

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 23 SICK LEAVE.....	17
ARTICLE 24 WORKERS' COMPENSATION LEAVE.....	18
ARTICLE 25 LEAVES OF ABSENCE.....	19
ARTICLE 26 FUNERAL LEAVE.....	19
ARTICLE 27 MILITARY LEAVE.....	19
ARTICLE 28 COURT LEAVE.....	20
ARTICLE 29 HEALTH AND SAFETY.....	20
ARTICLE 30 INSURANCE.....	22
ARTICLE 31 WAGES.....	22
ARTICLE 32 REPORT-IN/CALL-IN PAY.....	23
ARTICLE 33 UNIFORMS.....	23
ARTICLE 34 OBLIGATION TO NEGOTIATE.....	23
ARTICLE 35 SAVINGS CLAUSE.....	23
ARTICLE 36 WAIVER OF NEGOTIATION.....	24
ARTICLE 37 DURATION.....	24

ARTICLE 1 PURPOSE

Section 1.1. This contract sets forth the complete agreement between Franklin Township (hereinafter referred to as the "Township" or "Employer") and Freight Drivers, Dockworkers and Helpers, Teamsters Local Union No. 24 (hereinafter referred to as the "Union"), which represents employees as specified herein. Specifically, the agreement addresses all matters pertaining to wages, hours or terms and other conditions of employment mutually-expressed between the Parties.

Section 1.2. The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of this contract is to provide a fair and reasonable method of enabling employees covered by this contract to participate, through Union representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties. This contract shall comply with the laws of the United States, the State of Ohio, and all applicable governmental and administrative rules and regulations which have the effect of law.

ARTICLE 2 HEADINGS

Section 2.1. It is understood and agreed that the use of headings for all Articles and Sections is for convenience only and that no heading shall be used in the interpretation of said Article or Section or affect any interpretation.

ARTICLE 3 PLURAL

Section 3.1. Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular.

ARTICLE 4 RECOGNITION

Section 4.1. The Union is recognized as the sole and exclusive representative for all employees in the bargaining unit defined in Section 2 for the purpose of establishing rates of pay, wages, hours and other conditions of employment.

Section 4.2. The Union's exclusive bargaining unit includes the following job classification and the Employer will not recognize any other union as the representative for any employees within such classification:

Included: All full-time Road Department employees.

Excluded: All managers, supervisors, office clerical employees, guards and all other employees.

**ARTICLE 5
DUES DEDUCTION/FAIR SHARE**

Section 5.1. The Employer will deduct union dues (or a fair share fee), and any initiation and other fees, monthly from the paychecks of employees who have written dues deduction authorizations on file with the Employer. Dues or fees deducted shall be sent to the Union, along with a statement listing amounts deducted for each employee. Written dues deduction authorizations shall be revocable by the employee. A check in the amount of total dues withheld shall be tendered to the Union within ten (10) days from the date of the deduction. An alphabetical list of employees for whom deductions have been made, indicating the amount of the deduction, shall be transmitted to the Union with the deduction. Upon receipt of the deductions, the Union shall accept full responsibility for the funds. In the event an employee's first month's pay is insufficient for deduction, the Employer will make a double deduction from the pay earned in the first pay period of the following month, or if this is insufficient, a subsequent period. The Union will indemnify and hold the Employer harmless from any action grown out of the deductions made by the Employer hereunder.

Section 5.2. For the purpose of this Article "eligible employees" are bargaining unit employees on the payroll for more than thirty (30) days, who have not claimed a religious exemption from the requirement to contribute to the labor organization. All eligible employees shall either become Union members or pay a fair share fee to the Union.

**ARTICLE 6
FAIR SHARE FEE**

Section 6.1. Any employee who is not a member of the Union and who does not make application for membership within thirty-one (31) days following the ratification of this Agreement shall, as a condition of employment, pay to the Union, through payroll deduction, a fair share fee. Any future employee, after thirty-one (31) days, shall, as a condition of employment, pay to the Union, through payroll deduction, a fair share fee. The Employer shall have the sole discretion to discharge newly-hired probationary employees and any such action shall not be appealable through any grievance or arbitration procedure herein contained, or any civil service procedure. Employees who fail to comply with these requirements shall be discharged by the Employer within thirty (30) days after receipt of a written notice to the Employer from the Union. Fair share fees shall be deducted or remitted at the same time as dues. The deduction of the fair share fee is automatic and does not require authorization by the employee.

Section 6.2. The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

**ARTICLE 7
NO STRIKE/NO LOCKOUT**

Section 7.1. During the term of this Agreement, all members of the bargaining unit pledge that they shall not plan, support or participate in any work slowdown, strike or any other form of

concerted activity which would amount to a withholding of services of their employment from the Employer.

Section 7.2. During the term of this Agreement, the Employer shall not lockout any member of the bargaining unit.

Section 7.3. The Union does hereby affirm and agree that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any strike, slowdown, work stoppage or other concerted interference with or the withholding of services from the Employer

Section 7.4. It is further agreed that any violation of this Article may subject an employee up to and including termination as determined exclusively by the Employer, with the employee having recourse to any grievance or appeal procedure.

ARTICLE 8 UNION REPRESENTATION

Section 8.1. The Union shall notify the Employer in writing of the names of the representatives, and steward and alternate steward. The steward and an alternate steward will not be recognized by the Employer under the terms of this Agreement until the Employer is properly notified in writing.

Section 8.2. The Employer agrees to recognize under the terms of this Agreement one steward and one alternate for all the bargaining unit employees. The alternate steward shall have the same authority as the regular steward, but shall only have this authority in the absence of the regular steward.

Section 8.3. The steward shall have the right, during working hours and without loss of regular pay as described in Section 8.3.B below, to perform the following functions as reasonably necessary.

A) The Union steward shall be granted time off from duty hours, without loss of pay, for the purpose of fulfilling their steward duties with approval of the Superintendent whose approval will not be unreasonably withheld and without accrual of overtime, which shall be specifically defined as: the filing and processing of grievances; investigatory interviews or disciplinary representation of members under the Collective Bargaining Agreement; any other specific representation needed as provided in this Agreement, and; any other meetings which are mutually set by the Employer and the Union.

B) Stewards shall have available six (6) hours of paid time for each three (3) month period to be used to fulfill the duties outlined in Section 8.3.A above. Such union time shall be cumulative to a maximum of sixteen (16) hours per calendar year.

Section 8.4. The duties of non-employee representatives shall be governed as follows:

A) Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, discussing and/or investigating working conditions and ascertaining that the Agreement is being adhered to, provided, however, that there is not interruption of the Employer's working schedule.

Such access may begin one-half (1/2) hour before the regularly scheduled workday, and extend one-half (1/2) hour beyond the end of the regularly scheduled workday; and

B) Any authorized Union agents seeking such access shall notify the person designated by the Employer twenty-four (24) hours in advance as to the time and nature of the business. The giving of advance notice shall not be required when the Union agent is seeking access for the purpose of investigating a grievance, which is pending or immediately imminent. Upon arrival, the agent shall notify the person designated by the Employer of the arrival, where the agent intends to go, and the estimated time of departure. The agent shall also notify the person designated by the Employer when actually departing

Section 8.5. A Union steward and/or business agent and/or Union legal counsel shall be an employee's exclusive representative under the provisions of this Article or the grievance and arbitration procedure, for all disciplinary matters. No other representative of the employee shall be recognized by the parties or allowed to participate in or attend any of the proceedings or provisions of this Agreement.

ARTICLE 9 MANAGEMENT RIGHTS

Section 9.1. Management shall have the following rights:

- A) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the public Employer, standards of services, its overall budget, utilization of technology, and organization structure;
- B) Hire, direct, supervise and evaluate employees;
- C) Maintain and improve the quality, efficiency and effectiveness of governmental operations;
- D) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E) Suspend, discipline, demote, or discharge employees for just cause;
- F) Determine the size of the workforce;
- G) Make any and all reasonable rules and regulations;
- H) Determine the overall mission of the Employer as a unit of government;
- I) Effectively manage the workforce; and
- J) Take actions to carry out the mission of the public Employer as a governmental unit;

Section 9.2. The Employer reserves any and all rights normally reserved to management not specifically abridged in writing by this contract.

ARTICLE 10 DISCIPLINE

Section 10.1. No regular non-probationary employee shall be disciplined except for just cause.

Section 10.2. Discipline will be applied in a corrective, progressive, when applicable, and uniform manner. Verbal and written reprimands are not grievable at the time of issuance. If discipline progresses to suspension or discharge, an employee may file a grievance on all discipline leading up to the suspension or discharge. However, the employee may attach a written objection on the reprimand prior to it being placed in the personnel file. The Employer shall initiate any disciplinary action within seven (7) working days of knowledge of the violation by the Supervisor. The employee shall have seven (7) working days from the date of issuance to object.

Progressive discipline is defined as follows:

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|--------|---|
| Step 1 | If the employee is in violation of the Township rules, the supervisor shall first warn the employee in writing and suggest ways to improve the situation (verbal reprimand). |
| Step 2 | If the condition continues to exist, the employee shall then receive a written explanation of the situation along with corrective actions to be taken (written reprimand). |
| Step 3 | If the condition continues to exist, the employee shall be given up to five (5) days off without pay. This also shall be in writing and must be filed in the employee's personnel file. |
| Step 4 | If the condition continues to exist, then the employee shall be subject to disciplinary action up to and including discharge. This also shall be in writing and filed in the employee's personnel file. |

The steps of progressive discipline shall not apply to instances of major misconduct.

Major misconduct includes such things as: dishonesty, reporting to work under the influence of drugs or alcohol, using illegal drugs or alcohol while on Township work time, threatening or abusive conduct toward coworkers or members of the public, sexual harassment, theft, falsification of Township records, deliberate negligence, destruction of property and physical violence.

Section 10.3. Any employee who has been accused of misconduct or a violation of the Departmental and/or Township's rules and regulations and such accusations are the basis of an investigation by the Department, shall have a written statement of the accusations made against him, including the name of the individual bringing the charges. Whenever the Employer or his designee charges an employee with misconduct that could result in disciplinary action at Step 3 or higher of the progressive discipline procedure, up to and including discharge, prior to the

Employer taking such action, an investigatory conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. This conference shall be scheduled during the employee's regular work hours. A written outline of charges will be presented to the employee not less than twenty-four (24) hours prior to the scheduled conference. The employee must have a Union representative present for such conference.

The employee or his representative may be granted a reasonable period of time to gather and present at a subsequent meeting any testimony, witness, or documents before final disciplinary action is issued.

Section 10.4. Appeals of discipline, i.e., time off, suspension or discharge (except for probationary employees) shall only be appealed through the grievance procedure contained in this Agreement.

Section 10.5. The Employer and the Union agree that all disciplinary procedures shall be carried out in a business-like manner.

Section 10.6. The Township shall not consider, as a basis of progressive discipline, any reprimand, suspension, or other disciplinary action which occurred more than six (6) months prior for Step 1 or Step 2 incidences of the progressive discipline procedure; or eighteen (18) months for Step 3 or higher.

ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE

Section 11.1. A grievance is an employee or Union complaint alleging that management has violated or misinterpreted a specific Section or Article of this written Agreement.

Section 11.2. The parties agree that it is their mutual desire to provide for the prompt adjustment of grievances with a minimum amount of disruption to work schedules. Every reasonable effort will be made by the parties to affect the resolution of grievances at the earliest Step possible. In furtherance of this objective, the following procedures shall be followed:

Step One: The employee shall present the written grievance to the Road Department Superintendent within seven (7) calendar days after employee becomes aware of the grievance or the event upon which the grievance is based. The grievance form shall set forth details of the grievance and the relief requested, and shall be dated and signed by the employee. The Road Department Superintendent may meet with the employee and a Union representative, if the employee so requests, within seven (7) calendar days in an attempt to adjust the grievance. The Road Department Superintendent shall either schedule a meeting or provide an appropriate written answer within seven (7) calendar days following the day on which the Road Department Superintendent was presented the grievance. If a meeting is scheduled, the Road Department Superintendent shall have seven (7) calendar days following the meeting within which to answer the grievance.

Step Two: If the grievance is not satisfactorily settled in Step One, the employee shall present it in writing to the Board of Trustees or its designee within seven (7) calendar days after the Step One answer. The Board of Trustees or its designees shall meet with the employee and the Union representative, if so requested, within seven (7) calendar days thereafter, in an attempt to adjust the grievance. Within seven (7) calendar days after the Step Two meeting the Board of Trustees or its designee shall give a written answer to the employee. If the grievance is not satisfactorily settled in Step Two, the Union may proceed to arbitration as provided in this Article on behalf of the affected employee.

Section 11.3. The grievance shall be processed on a form provided by the Union and must contain the following information: statement of the facts; date of the alleged event giving rise to the grievance; specific Articles and Sections of the Agreement alleged to have been violated or misinterpreted; specific relief requested; name of supervisor and the date the grievance was informally discussed; and signature of grievant(s).

Section 11.4. A grievance may be brought by an employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. If a group grievance is a policy grievance, it shall be filed directly at Step Two of the procedure.

Section 11.5. All grievances must be processed at the proper Step. Any employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect or permitting the time requirement of each Step to lapse without further appeal. Any grievance which is not processed by the employee within the time provided shall be considered resolved based upon the last answer. Any grievance not answered within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties. When an employee covered by this Agreement represents himself in a grievance, the Employer will provide the Union with the opportunity to be present at the adjustment which shall not be inconsistent with the terms of this Agreement. The grievance and arbitration procedures provided in this Article shall constitute the sole and exclusive method for resolving grievances between the parties under the terms of this Agreement and there shall be no rights of appeal to the State Personnel Board of Review.

Section 11.6. Should a grievant, after receiving the written answer to his grievance at Step Two of the grievance procedure, still feel that the grievance has not been resolved to his satisfaction, he may, through the Union, request that it be heard before an arbitrator. The Union must make written application to the Employer for arbitration within thirty (30) days of the written answer from the Board of Trustees or its designee at Step Two. Any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by the Board of Trustees or its designee.

ARTICLE 12 ARBITRATION PROCEDURE

Section 12.1. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by the timed default of the Employer or the Union, then within thirty (30) days after the

rendering of the decision at Step 3 or a timed default by the Employer, the Local Union may submit the grievance to arbitration.

Section 12.2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of the Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date giving rise to the grievance.

Section 12.3. The question of the arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable, or beyond the arbitrator's jurisdiction. If the issue of arbitrability is raised by either party, the arbitrator shall hear all evidence to support the question of arbitrability, and the arbitrator shall determine if the grievance is arbitrable before hearing the alleged grievance on its merits. If the arbitrator rules that the grievance is arbitrable, the grievance shall be heard on its merits by the same arbitrator.

Section 12.4. The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

Section 12.5. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 12.6. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and, if called by the Employer, shall be compensated at his regular hourly rate of pay for all hours during which his attendance is required. Any request made by either party for the attendance of witnesses shall be made in good faith.

Section 12.7. The arbitrator's decision and award will be in writing and delivered to the parties, within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding on the parties.

Section 12.8. There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. The individuals placed on this panel shall be: 1) James Mancini; 2) Nels Nelson; 3) Marvin Feldman; 4) Harry Graham; and 5) Robert Stein.

Section 12.9. Selection of an arbitrator will be rotated by random drawing. Once selected, the arbitrator will not be part of this process until all arbitrators have been utilized.

ARTICLE 13 BULLETIN BOARD

Section 13.1. The Township shall provide the Union with a bulletin board for a mutually-selected location.

Section 13.2. No notice or other writing may contain anything political or critical of the Township or any other Township official or any other institution or any employee or other person.

Section 13.3. All notices or other materials posted on the bulletin board must be signed by the President of the Union or an official representative of the Union.

ARTICLE 14 PERSONNEL FILES

Section 14.1. The employment records of each employee shall be open to the inspection of the employee upon reasonable advance request to the Employer or his or her designee. If an employee is involved in a grievance regarding a matter relevant to information contained in the employee's personnel file, the affected employee's Union Representative will be granted access to his personnel file upon written authorization from the employee, and upon reasonable request made to the Employer.

Section 14.2. Each employee shall be provided a copy of any disciplinary action prior to it being placed in the personnel file. Upon written request of an employee to the Employer, verbal and written reprimands will not be considered for future discipline after twelve (12) months and suspensions will not be considered for future discipline after eighteen (18) months provided there are no same or similar disciplinary actions during such time period. No documents will be removed from an employee's personal file except in accordance with the Township's records retention policy.

Section 14.3. Each employee shall be entitled to copy all materials contained within their personnel files upon reasonable advance request to the Employer.

ARTICLE 15 PROBATIONARY PERIOD

Section 15.1. The probationary period for all newly-hired employees shall not exceed ninety (90) calendar days. Newly-hired employees shall have no seniority during the probationary period; however, upon completion of the probationary period, seniority shall start from the date of hire. The Employer shall have the sole discretion to discipline or discharge newly-hired probationary employees or to extend the probationary period an additional ninety (90) days provided the employee is given feedback and an opportunity to correct unsatisfactory work performance, and any such action shall not be appealable through any grievance or arbitration procedure herein contained, or any civil service procedure.

**ARTICLE 16
HOURS OF WORK AND OVERTIME**

Section 16.1. The guaranteed work week shall be five (5) consecutive workdays, Monday through Friday, and the normal work hours should be 7:00 a.m. to 3:30 p.m.; however, work hours may be adjusted on a day-to-day basis to reflect the demands of a particular job by agreement between the parties. The normal workday shall be eight (8) hours including a thirty (30) minute unpaid lunch with five (5) minutes paid time to travel to lunch and five (5) minutes paid time to return to the job site. The eight (8) hour day shall include two (2) twenty (20) minute periods of paid break time inclusive of travel time. The employees will be permitted to use Township vehicles for lunch and breaks.

Section 16.2. If the Employer desires to change the employee's regular work schedule to a ten (10) hour workday, Monday through Thursday, the terms and conditions of the ten (10) hour workday must be negotiated with the Union and agreed to by the Union prior to its implementation. If the parties do not reach agreement, the current schedule will remain.

Section 16.3. All bargaining unit employees shall receive time and one-half (1 ½) their regular rate of pay for all hours worked including paid leave hours such as vacation, sick, personal and holiday leave in excess of forty (40) hours in one (1) work week. Employees will receive time and one-half (1 ½) their regular rate of pay for all hours worked on Sunday. The supervisor will offer overtime to qualified employees in line of seniority with the most senior qualified employee being offered first. Employees shall be reasonably available to plow snow. Furthermore, in emergency situations or in a situation where a holdover to complete work is required, employees who are reasonably available will be required to work.

Section 16.4. The employees may elect to receive and the Township agrees to pay compensatory time at the rate of 1.5 or time and one-half their regular hourly rate after the accrual of a forty (40) hour work week. All compensatory time must be used by October 31st of each calendar year. All compensatory time remaining at the end of October 31st of each calendar year shall be paid in the next pay period by separate check if legally permissible. Employees may accrue a maximum of eighty (80) hours of compensatory time from November 1 through October 31 of the following year. The road superintendent must approve the use of compensatory time at least 48 hours in advance of such time off, unless the employee establishes in writing an emergency warranting less notice. Compensatory time may be taken in one half (1/2) hour to one (1) week increments.

**ARTICLE 17
BARGAINING UNIT WORK/ASSIGNMENTS (SUBCONTRACTING)**

Section 17.1. The Township reserves the right to contract or subcontract out work which requires a degree of specialization not present in the bargaining unit or is of such a nature that performance by bargaining unit members is not reasonably possible, and in such further instances where work has historically been contracted out by the Township. Equipment currently in use shall be maintained and replaced as necessary. Qualifications to operate the equipment will remain the same.

Section 17.2. Management personnel may only fill in for bargaining unit employees when bargaining unit employees are off work due to scheduled, approved leave or unscheduled absences. A particular job may need an extra person to help for a reasonably short duration, or if

bargaining unit employees are currently working and are unable to respond to a particular need in a timely manner.

ARTICLE 18 TRAINING

Section 18.1. Any employee who desires to attend any in-house, job-related training, courses or schools, and if sufficient funds are available for that purpose in the Township budget, may request to attend such training, course or school not less than one (1) month prior to the commencement of such training, course or school. Training will be provided for employees in seniority order. If the subject matter is able to be utilized in the Township's discretion, such request will not be unreasonably denied.

Section 18.2. The Employer agrees to reimburse employees of approved expenses incurred pursuant to Section 18.1 above, only if the employee meets or exceeds the following criteria: the employee successfully completes the course or school attended by obtaining a certificate of achievement/completion and obtains the licenses or certificates for which the school or course was given. If the course or school is academic in nature, the employee must achieve a passing grade of 70% or better.

Section 18.3. Employees must have and maintain a commercial driver's license ("CDL") and notify the Employer if at any time this license is revoked or suspended. In an effort to maintain his job, the employee shall be permitted to exhaust accrued paid leaves during license suspension and any unpaid leave of up to thirty (30) days. Further, the employee must remain eligible for coverage under the Township's insurance policy. If at any time, the employee loses his CDL or becomes ineligible for insurance coverage, the Township shall provide substitute work if such is available as determined by the Township.

Section 18.4. The Employer may require employees to attend job-related training as the Employer deems advisable, at its expense. If the training is required for fewer than the entire bargaining unit, the training will be offered to qualified employees in line of seniority with the most senior employee being offered first. If an insufficient number of employees volunteer for the training the employer reserves the right to force the required number of employees in reverse seniority order. This type of training will not be subject to the conditions of section 18.2 and any expense and/or wages will be paid directly by the employer. Employees attending such training are required to complete the training and use their best efforts to achieve a satisfactory or better score. **On a training day, scheduled work hours may be adjusted by no more than one (1) hour to fit the training schedule.**

ARTICLE 19 SENIORITY

Section 19.1. Road Department seniority shall be defined as an employee's length of service while working full-time in the Road Department. Road Department seniority shall be used for

purposes of job bidding, overtime, emergency call-off, lay-off and recall. The employee shall receive credit for all time spent on the Township's payroll on the Road Department.

Section 19.2. Township employment seniority shall be defined as an employee's continuous length of service, effective from his date of hire. Township employment seniority would be applied for the purpose of accruing such benefits as: vacation, longevity, and accrued sick leave. Township employment seniority shall be terminated when an employee:

- A) Quits or resigns; or
- B) Is discharged for just cause; or
- C) Is laid off for a period of more than eighteen (18) consecutive months; or
- D) Is absent without leave for five (5) consecutive working days; or
- E) Fails to report to work when recalled from layoff within ten (10) consecutive working days from the date on which the employee receives the Township's notice, by certified mail, that he has been recalled from layoff unless a satisfactory excuse is shown; or
- F) Fails to return to work on expiration of leave of absence; or
- G) Retires.

Section 19.3. The Township will provide the Union with a list of all employees in the bargaining unit listing name, job classification, date of hire, and the date of classification whenever the Township terminates, hires, lays-off, recalls, or transfers a Road Department employee or in cases of retirement of Road Department employees.

Section 19.4. When two (2) or more employees become employed by the Township in the Road Department on the same day, the most senior shall be determined by the flip of a coin or the drawing of lots.

ARTICLE 20 LAY-OFF AND RECALL

Section 20.1. Whenever the Township determines it is necessary to reduce the working force of the Township either for lack of work or lack of funds, employees shall be laid off in accordance with the provisions set forth below:

Section 20.2. Employees within the affected classification shall be laid off according to their departmental seniority with the least senior being laid off first, provided that all temporary, part-time, seasonal, and probationary employees within the affected classification are laid off first in the above-respective order.

Section 20.3. Employees scheduled for layoff shall be given a minimum of seven (7) working days advance notice of layoff provided that the layoff was reasonably foreseeable.

Section 20.4. In the event an employee is laid off, he shall receive payment for earned but unused vacation as quickly as possible, but not later than fourteen (14) days after layoff.

Section 20.5. After any bargaining unit employee is given notice of layoff under the above paragraph, the Township and the Union will meet within the fourteen (14) day notification period for the purpose of attempting to find an available job within the Township, which the affected employee may be qualified to perform. If any such job is available, the employee will be given fair consideration for the open position. The Union shall receive a copy of all such layoff notices.

Section 20.6. Employees shall be recalled in reverse order of layoff. An employee on layoff will be given ten (10) working days notice of recall from the date on which the Township sends the recall notice to the employee by certified mail, return receipt to his/her last known address (as shown on the Township's records). A laid off employee will be recalled to his legal position with full rights in the event that this position becomes available within eighteen (18) months after his/her layoff date. An employee who refuses recall or does not report to work within ten (10) working days from the date the employee receives the recall notice, shall be considered to have resigned the employee's position and forfeits all rights to employment with the Township.

ARTICLE 21 HOLIDAYS

Section 21.1. All bargaining unit employees will be granted the following paid holidays. It is understood that if a holiday falls on Saturday, it will be observed on Friday. If a holiday falls on Sunday, it will be observed on Monday.

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Section 21.2. Hours actually worked on a holiday shall be compensated at time and one-half (1 ½) the hourly rate for all hours worked in addition to the holiday pay.

Section 21.3. To qualify for holiday pay, employees must work their full, normal workday immediately preceding or following the said holiday. If the employee is compensated for vacation or personal days the day preceding or the day following a holiday, he shall be considered as having worked on that day and shall qualify for said holiday. The employee will also qualify if he is excused during the qualifying period by a physician's statement.

Section 21.4. After three (3) years of service, all employees shall be entitled to one (1) personal paid leave day each year to use at the employee's discretion but with prior notification to the Road Superintendent.

ARTICLE 22 VACATION

Section 22 .1. Vacation leave for Township employees is governed by Ohio Revised Code §325.19. Therefore, all employees must work for one (1) full year before any vacation leave is granted.

Section 22.2. Vacation is based on hours earned for hours scheduled. The schedule listed herein covers those scheduled eighty (80) hours bi-weekly. Full-time employees working a schedule less than eighty (80) hours will accrue vacation leave on a prorated basis:

After one year of continuous service - five (5) days

After 2-8 years of continuous service - ten (10) days

After 9-16 years of continuous service - fifteen (15) days

After 17-23 years of continuous service - twenty (20) days

After 24 years or more of continuous service - twenty-five (25) days

Section 22.3. Vacation shall be taken in two (2) week increments. Vacation may be taken in less than two (2) week increments; but not less than one (1) day, except in cases relating to the Family & Medical Leave Act, upon the approval of the Road Superintendent which approval shall not be unreasonably denied.

Section 22.4. Employees may accrue up to and including five (5) days of vacation leave to which an employee may be entitled in a particular calendar year, and carry over such accrued leave up to twelve (12) months past the employee's next anniversary date, before which time deadline said accrued leave must be taken or shall be considered as taken and removed from the employee's vacation and leave balance.

Section 22.5. Employees must schedule their vacation leave at least thirty (30) days in advance of such leave and have approval by the Road Superintendent, or, in his absence, the Trustees. Employees may schedule a vacation leave of two or fewer days with less than thirty (30) days advance notice if the employee establishes in writing an emergency warranting less notice. The employer will respond to the vacation request in writing within seven (7) calendar days. Any employee wishing to take vacation between December 1 and February 28-29 must have such vacation approved by a majority of the Trustees.

Section 22.6. In the event that a holiday as defined herein falls within an employee's paid vacation period, such employee shall receive holiday pay and will not be charged for vacation time for this date.

Section 22.7. If employment is terminated after one (1) year of service, the employee is entitled to payment of all earned but unused vacation. Such benefit will be provided within thirty (30) days after written notice is given to the Township.

ARTICLE 23 SICK LEAVE

Section 23.1. Bargaining unit employees accrue sick leave at the rate of ten (10) hours per month during active pay status. There will be no accumulation for overtime hours. Only those hours already accrued can be requested for authorized paid absences. An employee will be charged with sick leave only for the days the employee is absent and on days which the employee would otherwise have been scheduled to work. Sick leave payment will not exceed the normal

scheduled workday or work week earnings, or a maximum of eighty (80) hours per pay period. The smallest increment of sick leave which may be used is one (1) hour.

Section 23.2. Accrued sick leave may be taken for absences due to illness or injury to the employee or illness, injury or death to a member of his or her immediate family.

Section 23.3. Definition of immediate family is as follows: spouse, child, or for whom the employee is a legal guardian, father, mother, sister, brother, grandparents, grandchild.

Section 23.4. The supervisor must be notified on his cellular telephone at least thirty (30) minutes or as soon as reasonably possible prior to the starting time whenever an employee cannot work. An itemized bill will be provided upon request. An unexcused absence or failure to give proper notification will result in the absence being charged as a leave without pay and may also be cause for corrective action.

Section 23.5. An employee using sick leave for three (3) or more consecutive workdays shall be required to furnish a physician's report to be eligible for paid sick leave.

Section 23.6. Upon retiring from active Township service after ten (10) or more years with the Township, an employee who is paid directly may elect to be paid in cash for one-half (1/2) or three hundred twenty (320) hours, whichever is less, of unused sick leave. This payment will be based upon the employee's rate of pay at the time of retirement. Upon accepting such payment, all sick leave credit accrued up to that time will be eliminated.

Section 23.7. Abuse of sick leave shall be a disciplinary matter subject to investigation by the Board of Trustees.

ARTICLE 24 WORKERS' COMPENSATION LEAVE

Section 24.1. The Employer agrees to comply with the relevant Workers' Compensation laws in the State of Ohio. The Employer, however, reserves the right to maintain an employee injured on the job on Salary Continuation as follows:

For a paid leave not to exceed one hundred twenty (120) calendar days. There will be a five (5) working day waiting period before this provision applies, in which the employee may use sick leave. If the employee receives Workers' Compensation Benefits during the period of injury, the benefits shall be used to reimburse the Employer and any sick days used during the waiting period shall be returned to the employee to the percentage that Workers' Compensation reimbursed the Employer.

If at the end of this one hundred and twenty (120) calendar day period, the employee is still disabled; the leave may, at the Employer's sole discretion, be extended for further periods of up to thirty (30) calendar days or parts thereof.

The Employer shall have the right at any time during the Salary Continuation period to require the employee to have a physical exam by a physician appointed and paid for by the Employer resulting in the physician's certification that the employee is unable to work due to the

injury as a condition precedent to the employee receiving any further benefits under this Article pursuant to the employee's Salary Continuation Plan.

During a period of pay under this Section 24, Article 1, the employee shall be responsible to continue paying for his proportionate health premium share if such is required by other bargaining unit employees.

ARTICLE 25 LEAVES OF ABSENCE

Section 25.1. All leaves of absence without pay and any extension thereof must be applied for in writing to the Township Fiscal Officer on a form supplied by the Township, at least twenty (20) working days prior to the proposed commencement of the leave, except in serious and unusual circumstances. Notification of the approval or denial of the requested leave shall be given to the employee in writing within fifteen (15) working days after the submission of the request. Any denial of the requested leave of absence will include the reason for the denial. An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the Township. If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the Township shall cancel the leave and direct the employee to return to work. Appropriate disciplinary action shall be taken after a review of the circumstances.

Section 25.2. An employee who fails to return to work at the expiration or cancellation of a leave of absence, or fails to secure an extension thereof, shall be deemed to be without leave.

Section 25.3. The Union and the Employer both agree to comply with all federal regulations as it relates to the Family & Medical Leave Act.

ARTICLE 26 FUNERAL LEAVE

Section 26.1. If a death occurs among members of the employee's immediate family (defined as spouse, significant other, child, or stepchild), such employee shall be granted five (5) consecutive days of funeral leave. The leave shall be consecutive and contiguous to the death without loss of pay, benefits, days off, holidays, vacation time, or sick leave.

Section 26.2. If a death occurs among members of the employee's extended family (defined as mother, father, step-parents, parents-in-law, sister, sister-in-law, brother, brother-in-law, grandparents, or grandchildren), the employee shall be granted three (3) days of funeral leave, consecutive and contiguous to the death without loss of pay, benefits, days off, holidays, vacation time or sick leave. The funeral leave referenced in this Article may be extended as referenced in Section 26.1 using sick leave.

Section 26.3. The Township shall require proof of immediate family status and attendance at the funeral.

ARTICLE 27 MILITARY LEAVE

Section 27.1. Employees shall be entitled to military leaves as and to the extent required by federal and Ohio law.

ARTICLE 28 COURT LEAVE

Section 28.1. An employee called for jury duty or subpoenaed as a witness on behalf of the Township during the employee's regularly-scheduled workday shall be granted a paid court leave at the employee's regular rate of pay. To be eligible for court leave, an employee shall turn in to the Employer all compensation received for court service. An employee shall not receive compensation when appearing in Court for criminal or civil cases when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, etc. or as a witness for an entity other than the Township. These absences should be accounted for through either leave without pay or vacation pay.

Section 28.2. When an employee is released from court or jury duty prior to the end of his scheduled workday, the employee shall report to work for his remaining scheduled hours, if practical. When an employee is required to report for work or jury duty (up to a maximum of ten (10) days) after the start of his regularly-scheduled workday, the employee shall report to work and shall be released from work in sufficient time to appear in court. In order to be eligible for payment under this Article, the subpoenaed employee must notify his supervisor within five (5) days after receipt of the subpoena or a notice of selection for jury duty and must furnish a written statement from the appropriate court official showing the date served and the amount of pay received.

ARTICLE 29 HEALTH AND SAFETY

Section 29.1. The Employer shall use reasonable efforts to provide safe working conditions, equipment and work methods for the employees covered under this Agreement.

Section 29.2. As provided in Ohio Revised Code, Section 4167.04, the Township will furnish employees with a place of employment free from recognized hazards that are causing or are likely to cause death or serious physical harm to the employees, provided that the Township need not take any action which would cause it undue hardship unless required to prevent imminent danger of death or serious harm to the employee.

Section 29.3. It shall be the duty of all employees covered by this Agreement to use and maintain the safety equipment provided by the Employer and for the employee and the Employer to follow all safety rules, risk reduction standards, orders and safe working methods pursuant to Ohio Revised Code, Chapter 4167, The Employer will advise the Union seven (7) days prior to any revisions of safety rules or implementation of new rules. The Union retains the right to grieve any rule it deems unreasonable.

Section 29.4. The Union agrees that careful observance of safe working practices and Township safety rules is a primary duty of all employees where those rules have been reduced to writing and distributed to employees. The Employer agrees that there will be uniform enforcement of such rules against employees similarly situated within the bargaining unit and, among said employees; said rules shall be enforced without discrimination. Violation of Township safety rules subject the offending employee to disciplinary action. The employee shall immediately, or at the end of his shift, report any suspected defects in equipment to his immediate supervisor. The equipment will be considered ready for the employee's further use when the inspection or any

corresponding repairs have been completed. It is understood between the parties that if there is a dispute as to whether equipment is defective, the Employer will have a certified mechanic inspect the equipment for safety, and it shall be certified by the mechanic before it will be considered ready for the employee's future use.

Section 29.5. As provided in Ohio Revised Code, Section 4167.06, an employee acting in good faith has the right to refuse to work under conditions that he/she reasonably believes present an imminent danger of death or serious harm to him/her, provided that such conditions are not such as normally exist for or reasonably might be expected to occur in his/her occupation. The Township shall not discriminate against an employee for a good faith refusal to perform assigned tasks if the employee has requested the Township to correct the hazardous conditions but the conditions remain uncorrected, there was insufficient time to correct the conditions by enforcement methods available under Chapter 4167, and a reasonable person under the circumstances would conclude that the conditions caused an imminent danger of death or serious harm to the employee.

Section 29.6. In circumstances where an employee and the Superintendent disagree on whether a working condition is safe, the employee shall have the right to contact a member of the Board of Trustees for immediate review of the working condition.

Section 29.7. Any employee involved in any accident shall report said accident before the end of their shift and any physical injuries sustained regardless of the severity of the incident. The employee shall make out an accident report in writing on forms furnished by the Employer, and shall turn in all available names and addresses of witnesses to the accident.

Section 29.8. The Employer shall provide protective devices or other personal protective equipment necessary to properly protect employees from injury while performing the required job function.

Section 29.9. Employees with a Commercial Driver's License (CDL) shall be subject to the Township's Alcohol and Controlled Substances Testing Policy, which conforms to Department of Transportation regulations. In addition, all employees are subject to the provisions of this Article.

Section 29.10. The term "illegal drug usage" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug.

Section 29.11. Employees may be tested for illegal drug usage on a random basis pursuant to D.O.T. regulations.

Section 29.12. Provided the Employer has reasonable cause to believe that the employee to be tested is abusing illegal drugs, an employee refusing to submit to testing shall be subject to discipline up to and including discharge.

Section 29.13. The Employer shall be encouraging and refer the employee to participate in drug counseling, employee assistance, rehabilitation and other drug and alcohol abuse treatment programs. Employees who have tested "positive" under these procedures may accept a referral to such Program.

Section 29.14. Employees who test positive under this Article will be removed from service of the Employer without pay until such time he successfully completes a program of evaluation and/or rehabilitation as prescribed by a substance abuse professional (S.A.P.). Full disclosure of S.A.P. records must be released to the Employer for verification of treatments prescribed and completion of same. Any cost of evaluation and/or rehabilitation over and above that paid for by the applicable Health and Welfare Fund, must be borne by the employee. At the completion of the evaluation/ rehabilitation, the employee shall be reinstated but may be forced to serve an additional suspension at the discretion of the Employer for up to a total of sixty (60) days from the date of the original positive test. The employee must continue to attend treatment and/or follow meetings as prescribed by the S.A.P. and provide proof of attendance to the Employer. Failure to do so will be just cause of immediate discharge. Employees may exercise the evaluation/rehabilitation option only once in their lifetime. Future positive test results will result in immediate discharge at the discretion of the Employer. In addition to the above, employees who test positive under this Article shall be subject to as many as six (6) unannounced follow-up urine tests in the first year as determined by the Employer. If at any time the employee tests positive or refuses to submit to a test, the employee shall be subject to discharge.

Section 29.15. Any discipline or adverse action imposed by the Employer as a result of this drug and alcohol program, including the results of chemical testing, shall be subject to the grievance and arbitration procedures as provided in the collective bargaining agreement.

Section 29.16. The Employer shall pay for the first test. Additional testing of the original specimen desired by the employee shall be at his/her own expense, and done at a NIDA certified lab. If said test results are positive, the employee will be responsible for paying all future testing.

Section 29.17. Employee confidentiality shall be maintained.

ARTICLE 30 INSURANCE

Section 30.1. The Township will provide to employees health insurance coverage under the terms of the Michigan Conference of Teamsters Benefit Plan 672 with Dental & Optical Plan 2. The new healthcare plan will be implemented as soon as practicable. The Township will provide \$25,000 of life insurance coverage for each employee at no cost to the employee.

Section 30.2. Employees shall be required to contribute seven percent (7%) of the total monthly health insurance premium starting on the Effective Date of the contract.

Section 30.3 For new employees that have spouses, and/or dependent(s) who have health insurance available to them through their employer or are Medicare eligible shall not be eligible for coverage under the Township plan.

ARTICLE 31 WAGES

Section 31.1. Employees at rate less than \$19.94 per hour: 4% increase to start on the Effective Date of the contract and 3% increase beginning one year thereafter and 3% increase beginning two years thereafter. Employee at rate of \$19.94 per hour: lump sum

payment equal to 4% of base salary for the first year, 3% the second year, and 3% the third year of the agreement (paid in quarterly installments with standard payroll deductions).

ARTICLE 32 REPORT-IN/CALL-IN PAY

Section 32.1. An employee who is called into work at a time when he is not regularly scheduled to report shall receive a minimum of three (3) hours pay at the employee's applicable rate of pay.

Section 32.2. It is understood that any holdover time worked immediately following the regular shift, shall not be eligible for the minimum as provided in Section 1 above.

ARTICLE 33 UNIFORMS

Section 33.1. The Employer shall continue to provide eleven (11) laundered changes of work uniforms (shirts and pants) per two (2) week period. In an effort to continue to provide uniformity, the Township will provide each new employee with one (1) insulated brown duck chore coat or hooded jacket plus one pair of heavy duty insulated brown duck coveralls for use in inclement weather and thereafter as needed (as determined by the road superintendent). Employees will be required to wear these uniforms and outerwear (in appropriate weather) as provided by the Township, and only while driving to and from work and while on the job.

Section 33.2. Due to the inherent risks with this type of job, employees will be required to wear steel-toe boots - rates M 1/75 C/75 in accordance with ASTM F2412-05 & F2413 -05. Employees will be reimbursed up to a maximum of \$150.00 per contract year by the Employer for the purchase of the above required footwear within thirty (30) days of valid receipt of their purchase and approval by the Employer that the purchase conforms to the Employer's specifications. Employees will be required to wear the above mentioned footwear during all working hours.

ARTICLE 34 OBLIGATION TO NEGOTIATE

Section 34.1 - Waiver of Negotiations. For the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered under this Agreement. The same shall apply with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of each or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 35 SAVINGS CLAUSE

Section 35.1. Any provision of this Agreement which is held by the final order of a court of competent jurisdiction to be totally in violation of or contrary to, state, or federal statutes, now

effective, or which may become effective during the term of this Agreement, shall be considered void, except where the parties have agreed to deviate from state law pursuant to Revised Code §40 17.10. Any provision of this Agreement which is thus voided shall be negotiated by the parties immediately upon their being informed of a provision thus made void. If any portion of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

ARTICLE 36 WAIVER OF NEGOTIATION

Section 36.1. The Township and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiation and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement.

Section 36.2. Therefore, for the life of this Agreement, the Township and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement. In addition, each party agrees that the other shall not be obligated to negotiate regarding any subject or matter not specifically referred to or covered in this Agreement, even though said subjects or matters may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 37 DURATION

Section 37.1. This Agreement shall become effective on June 10, 2013 and shall remain in full force and effect for three (3) years from that date and thereafter from year-to-year unless at least ninety (90) days prior to said expiration date or anniversary thereof, either party gives timely written notice to the other of an intent to modify or terminate this Agreement.

In witness whereof, the parties have set their hands this 14 day of June 2013

Franklin Township

Keith Benjamin

Maha Beckwith

Gary A. Falstad

Teamsters Local Union No. 24

Kevin W. Bentley

David A. Hill

Carl L. Duman



FREIGHT DRIVERS, DOCKWORKERS AND HELPERS

LOCAL UNION NUMBER 24

2380 ROMIG ROAD • AKRON, OHIO 44320 • 330/434-8126 • FAX 330/535-8508

DAVE RICHARDS
Secretary-Treasurer

TRAVIS W. BORNSTEIN
President
Principal Officer

KEVIN KING
Vice-President

July 12, 2013

State Employment Relations Board
65 East State Street, Suite 1200
Columbus, OH 43215-4213

STATE EMPLOYMENT
RELATIONS BOARD
2013 JUL 16 P 2:12

To Whom It May Concern:

Please find enclosed a copy of the Agreement between Teamsters Local No. 24 and Franklin Township, covering the period June 10, 2013 through June 9, 2016.

Thank you,

Executive Board
Teamsters Local 24

Affiliations:

International Brotherhood of Teamsters
Joint Council No. 41 • Central State Drivers Council • Ohio Highway Drivers Council • Ohio Conference of Teamsters