

STATE EMPLOYMENT  
RELATIONS BOARD

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**AGREEMENT BETWEEN**

**CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN and  
HELPERS OF AMERICA**

**Local Union No. 377**

**Full Time Clerks and Secretaries**

**And**

**THE LIBERTY TOWNSHIP BOARD OF TRUSTEES  
TRUMBULL COUNTY, OHIO**

**EFFECTIVE JANUARY 1, 2014 THROUGH DECEMBER 31, 2016**

## **AGREEMENT**

The parties agree that it is desirable to promote harmonious relationships between the Township and its employees by establishing a procedure for the resolution of differences and settlement of grievances in an orderly manner, by establishing fair rates of pay, and by fixing hours of work and other conditions of employment, and that negotiations to these ends have been carried on between the Board of Township Trustees (the Employer) and representatives of Chauffeurs, Teamsters, Warehousemen and Helpers of American, Local Union No. 377, (the union) that have resulted in the contract provisions contained herein.

### **ARTICLE 1: RECOGNITION**

**SECTION 1:** The Township recognizes the Union as the exclusive bargaining agent with respect to rates of pay, wages, hours of work, and other conditions of employment for all secretarial and clerical employees of the Township, excluding the Township Fiscal Officer's Secretary. Secretarial and clerical encompass secretaries, clerks, receptionist, operators, postal workers, time keepers, etc.

**SECTION 2:** In negotiations requested by the Township or the Union, the Township will pay not more than one (1) representative from the Union their regular straight time rate of pay (not exceeding eight (8) hours in any day) for all time lost from their scheduled work period while so engaged.

### **ARTICLE 2: CHECK OFF OF UNION DUES**

**SECTION 1:** The Township will check off, on the basis of individually signed check off authorization cards monthly dues as certified to the Township Fiscal officer by the Treasurer of the Union. The amounts checked off will be returned to the treasurer, together with an itemized statement, within fourteen (14) days.

**SECTION 2:** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The Union hereby agrees that it will indemnify and hold Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**SECTION 3:** All present employees who are members of the Local union on the effective date of this Agreement shall remain members of the Local union in good standing as a condition of employment and those who are not members shall become and remain members on the 31<sup>st</sup> day following the effective date of this Agreement. All such employees hired on and after the effective date shall become and remain members on the 31<sup>st</sup> day following the beginning of their employment.

**SECTION 4:** No provision of this Article shall apply in any states to the extent that it may be prohibited by state law. If, under applicable state law, additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

**SECTION 5: OHIO D.R.I.V.E. Contributions.** The Employer agrees to deduct voluntary OHIO D.R.I.V. E. contributions from the paycheck of any bargaining unit employee that voluntarily signs and submits a written deduction authorization. OHIO D.R.I.V.E. shall notify the Employer of the amount designated by each contributing employee that are to be deducted from his/her paycheck on a biweekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to OHIO D.R.I.V.E. Headquarters, on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s social security number, and the amount deducted from the employee’s paycheck.

### **ARTICLE 3: UNION REPRESENTATIVES**

**SECTION 1:** The Union shall have the right to appoint or elect stewards from among the full-time, non-ranked employees of the bargaining unit and such stewards shall be authorized to represent the union in matters covered by this Agreement arising within the department in which they are employed. The names of employees selected as stewards shall be certified in writing to the Employer by the union.

**SECTION 2:** Officers, representatives and members of the Union will not solicit membership in the Union or distribute literature among the employees during the working hours of such officers, representatives or members or other employees.

**SECTION 3:** Authorized agents of the union shall have access to the Employer’s establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Township’s working schedule.

### **ARTICLE 4: SEVERABILITY**

**SECTION 1:** If during the life of this Agreement, any provision herein is declared by final judicial or final administrative authority, to be unlawful, unenforceable, or not in accordance with applicable legal requirements, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**SECTION 2:** In the event any provisions of this Agreement are declared invalid, the parties shall meet within two (2) weeks of the publication of such determination for the purpose of negotiating a lawful alternative provision. In the event the parties are unable to negotiate an alternative provision on the matter, either party may serve notice to re-open on that matter in accordance with R.C. Chapter 4117.

## ARTICLE 5: MANAGEMENT RIGHTS

**SECTION 1:** Except as specifically limited herein, the Employer shall have the right to administer the business of Liberty Township in addition to all other functions and responsibilities of the Employer. Specifically, the Employer's management rights include, but are not limited to, the following:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as functions and programs of the public employer, standards of services, overall budget, utilization of technology and organizational structure;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
6. Determine adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

## ARTICLE 6: DISCIPLINE & DISCHARGES

**SECTION 1:** Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon a Union member may be processed as a grievance through the regular grievance procedure.

**SECTION 2:** If the Employer has a reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

**SECTION 3:** A Departmental Disciplinary Procedure mutually agreed upon by the Union and Supervisor shall be established. Copies of this procedure will be made available to the Township and the union.

**SECTION 4:** The Employer shall not discharge any employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the Employer shall first grant the employee a hearing. At such hearing, an officer of the Local Union shall be present and if a decision has been reached, it shall be binding on both parties.

**SECTION 5:** Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of other rights and conditions of employment.

**SECTION 6:** The above stated provisions of Article 6, Sections 1 through 5, are not applicable to newly hired employees in his/her probationary period. A newly hired employee shall serve a probationary period of one (1) year. An employee may be terminated without cause for any reason and/or no reason within the one (1) year probationary period.

### **ARTICLE 7: GRIEVANCE COMMITTEES**

The employees selected as stewards shall constitute the union Grievance Committee. The Committee shall meet from time to time for the purpose of adjusting pending grievances and discussing procedures for avoiding future grievances. In addition, the Committee may discuss with the Board of Township Trustees ways in which to improve the relationship between the Union and the Employer.

### **ARTICLE 8: GRIEVANCE AND ARBITRATION**

Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

**STEP 1:** The Union Steward, with or without the aggrieved employee, shall take up the grievance or dispute with the Township Administrator (or in the absence of an Administrator, the Chairperson of the Board of Trustees) within thirty (30) days of the date of the grievance or the employee's knowledge of its occurrence. The Administrator (or designee) shall attempt to adjust the matter and will respond to the steward within seven (7) working days.

**STEP 2:** If the grievance has not been settled, it shall be presented in writing to the entire Board of Trustees within seven (7) days after the Chairperson's response is due. The Board of Trustees will respond to the steward in writing within seven (7) days.

**STEP 3:** If the grievance is not settled, it shall proceed to arbitration conducted by an Arbitration Board to be selected by the Board of Trustees and the union within seven (7) days after notice has been given. The Arbitration Board shall be composed of one person to be selected by the Board of Trustees, one person selected by the union, and then these two persons shall select a third person who shall act as Chairperson.

The Arbitration Board shall prepare to hear the dispute and arrange for a hearing of the parties to the dispute within two (2) weeks following the selection of the Chairperson. The decision of the Board shall be final and binding on the parties. The Chairperson shall issue the decision of the Board within two (2) weeks after the conclusion of the hearing. Notice of Arbitration shall be given within ten (10) days after the response in Step 2. Each party shall bear the cost of arbitration equally.

## **ARTICLE 9: EMPLOYEES' SENIORITY STATUS**

- SECTION 1:** When a temporary or part time employee becomes a full time employee, his seniority shall be deemed to have commenced as of the date he is given full time status.
- SECTION 2:** For the purpose of vacations, employees with the greatest amount of full time Township service shall be given first consideration.
- SECTION 3:** The seniority of an employee shall depend upon his date of hire. When a reduction is to be made, the last employee hired shall be first to be reduced.
- SECTION 4:** There shall be no restrictive age limit for employees on the Employer payroll as of the effective date of this Agreement.

## **ARTICLE 10: LAYOFFS AND RECALL**

- SECTION 1:** In the event it becomes necessary to layoff employees due to any circumstances, Township seniority shall be used. Such employees affected will remain on a layoff list and accumulate seniority rights for a period of three (3) years.
- SECTION 2:** The recall of employees from a layoff list shall be in reverse order of the layoff with employees with the greatest amount of seniority to be recalled first.
- SECTION 3:** Full time employees on a layoff list must be reinstated as full time status before any part time or temporary employees are hired.

## **ARTICLE 11: HOURS OF WORK/OVERTIME**

- SECTION 1:** The work week shall be defined as five (5) consecutive eight (8) hour days, from Monday through Friday.
- SECTION 2:** Regular hours of work shall be eight (8) consecutive hours per day, including thirty (30) minute paid lunch period to be normally scheduled during the middle of the shift.
- SECTION 3:** All hours worked in excess of the normal forty (40) hour work week or eight (8) hours per day shall be considered to be overtime and paid at the rate of time and one-half ( 1 ½), with the exception of holidays (Article 17), which shall be paid at double time rate if actually worked.
- SECTION 4:** At the end of each month, each department head shall notify each employee in his department of the amount of overtime work he has performed in that month.

## ARTICLE 12: SICK LEAVE

**SECTION 1:** All full time employees shall earn sick leave at the rate of 4.6 hours per 80 hours worked with unlimited accumulation.

**SECTION 2:** All full time employees will be charged one (1) day of sick leave for each day absent from duty because of illness.

**SECTION 3:** If any employee becomes totally disabled, deceased, or retires, the Township will purchase the unused portion of his sick leave at the rate of 33 and 1/3 of the unused portion.

**SECTION 4:** In the event that an employee does not use any sick leave; worker's compensation; or any unpaid leave of absence, he shall be entitled to a sick leave incentive bonus in accordance with the following schedule payable quarterly:

\$17.00 per month January 1 to March 31

\$17.00 per month April 1 to June 30

\$17.00 per month July 1, to September 30

\$17.00 per month October 1 to December 31

Sick leave incentive bonus shall be paid in the first pay, following the completion of the above listed dates, as defined with this section.

## ARTICLE 13: BEREAVEMENT LEAVE

All full time employees shall be granted a maximum of three (3) consecutive days of leave for the death of an immediate family member. The immediate family shall include employee's spouse, children, mother, father, mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, grandmother, grandfather, grandchildren or any other relative living in employee's home. Such bereavement leave shall not be charged to sick leave.

## ARTICLE 14: ANNIVERSARY DATE AND VACATION PERIOD

**SECTION 1:** For the purposes of computing vacation seniority, after completing one (1) full year of service with the Township, that anniversary date shall become the permanent anniversary date for such affected employee.

**SECTION 2:** All full time employees vacation period shall be any period mutually agreed upon by the Employer and employee between January 1<sup>st</sup> and December 31<sup>st</sup> of any year.

**SECTION 3:** Each full time employee shall be granted paid vacation leave after one (1) year of service with the Township in accordance with the following schedule:

Two (2) weeks' vacation after one (1) year of service.

Three (3) weeks' vacation after five (5) years of service.  
 Four (4) weeks' vacation after ten (10) years of service.  
 Five (5) weeks' vacation after fifteen (15) years of service.  
 Six (6) weeks' vacation after twenty (20) years of service.

**SECTION 4:** Employees may carry over one (1) week vacation into the next year. Employees may cash in one (1) week vacation per year. Any vacation time over forty (40) hours not used in that calendar year may be lost.

**SECTION 5:** Employees must work at least twenty-six (26) consecutive weeks for a full vacation. A week is defined as five (5) consecutive eight (8) hour days. Any employee working less than twenty-six (26) weeks will have vacation time pro-rated as follows:

26 weeks:	100%	21 weeks:	80%	16 weeks:	61%
25 weeks:	95%	20 weeks:	76%	15 weeks:	57%
24 weeks:	92%	19 weeks:	73%	14 weeks:	53%
23 weeks:	88%	18 weeks:	69%	13 weeks:	50%
22 weeks:	84%	17 weeks:	65%	0-12 weeks:	0%

#### **ARTICLE 15: HOLIDAYS**

**SECTION 1:** The following listed days shall be considered paid holidays for all full time employees:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Labor Day
President's Day	Christmas Day
Memorial Day	Veteran's Day
Fourth of July	Columbus Day

#### **ARTICLE 16: NO STRIKE CLAUSE**

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement unless any article of this agreement is violated. No lockout of employees shall be instituted by the Township during the term of this Agreement.

#### **ARTICLE 17: WAGES**

**SECTION 1:** Wages shall be paid according to the following schedule:

(Retroactive to January 1, 2014)

2013 base pay: \$29,761.66

Contract Year 2014	Contract Year 2015	Contract Year 2016
4% of current base pay=	0% increase over prior year=	0% increase over prior year=

4% + 10% PERS

\$30,952.13 + 34,047.34

\$34,047.34

\$34,047.34

**SECTION 2:** The starting pay for all new employees will be 70% of the regular hourly rate. An employee will stay at this point for one year.

After completion of one year, an employee will be paid 80% of the hourly rate. An employee will stay at this pay for one year.

After completion of the second year, an employee will be paid 90% of the regular hourly rate. An employee will stay at this pay for one year.

After completion of three full years, an employee shall be paid 100%.

**SECTION 3:** Any bargaining unit employee performing the Fiscal Officer's Secretary job for more than four hours, when the Secretary is off work, shall be entitled to Fiscal Officer's Secretary's hourly rate of pay for all hours worked in the Fiscal Officer's Secretary's job.

**SECTION 4:** Included in the 4% is a 10% salary increase in lieu of the Township's pick-up of the Employee's portion of the Ohio Public Employees Retirement System's contribution.

#### **ARTICLE 18: LONGEVITY PAY**

**SECTION 1:** All full time employees shall receive longevity pay according to the following schedule:

Upon completion of three (3) years full-time service as of the employee's hire date with Liberty Township, employees will receive an annual longevity pay in the amount of sixty dollars (\$60.00) times (x) the number of years of full time service with Liberty Township, determined as of the anniversary hire date of each employee. Payment of Longevity Pay shall be converted to an hourly rate of pay and included in the employee's regular bi-weekly payroll pay period.

#### **ARTICLE 19: PROBATIONARY PERIOD**

There shall be probationary period of one (1) year for all new employees.

#### **ARTICLE 20: CASE OF EMERGENCY CLAUSE**

In case of a national, state or local emergency such as common disaster, floods, riots, etc., all employees are subject to immediate action as required.

#### **ARTICLE 21: BENEFITS**

**SECTION 1:** The Employer shall continue to provide full time bargaining unit employees and eligible dependents, major medical, dental and vision insurance coverage as outlined in Appendix

A. Effective the first pay period (following the execution of this Agreement), and for the duration of this Agreement, bargaining unit employees covered under the Employer's health insurance contribution (of the total combined cost of coverage for major medical, vision and dental) according to the following schedule:

As participants in the Township's group health insurance plan, bargaining unit employees shall pay a premium contribution of twelve percent (12%) of their health care premium for the year 2014. The Employer reserves the right to re-open the agreement to negotiate with Teamsters Local 377 the remaining two (2) years of employee premium contribution percentage due to new federal health care laws (Affordable Care Act) and their impact on health insurance premiums.

**2014**

Single:	12% of yearly premium
EE/Dependent(s)	12% of yearly premium
EE/Spouse	12% of yearly premium
Family	12% of yearly premium

Payments will be made through bi-weekly payroll deductions, calculated as follows:

Yearly health premium (appropriate monthly premium x 12 months) time's employee percentage contribution (described above) divided by 26 by-weekly pay periods.

Employees may opt out of vision and/or dental coverage to reduce their contribution costs. In addition, employees may elect to opt out of health insurance coverage and receive a monthly stipend as allowed by Township resolution, provided the employee qualifies for the monthly stipend.

For the term of this Agreement and not to extend past December 31, 2016, the employee health insurance contribution for "Family" rates shall be capped at \$125.00 per month.

In addition, the Employer will provide and pay the premium for a life insurance policy for each employee in the amount of thirty-five-thousand dollars (\$35,000.00).

**SECTION 2:** In the event of a yearly cost to provide Maintenance of Benefits without any decrease in benefits of any kind to the employees, paid by the Employer, to the Health Insurance premiums, increases in excess of twenty-five percent (25%) of the previous year's premium costs, the Employer may request to reopen the Agreement to negotiate with Teamster's Local 377 the necessary provisions to maintain paid monthly premiums by the Employer.

**SECTION 3:** At least four (4) months prior to the renewal date of the current hospitalization plan, or prior to the re-opener specified in Section 3 of this Article, a "Township wide Health Insurance Review Committee" shall be convened by the Board of Trustees to review the current hospitalization plan. This committee shall review the current plan, and shall participate in the preparation of putting out for bids the hospitalization insurance coverage. After the committee's

initial year of establishment, the committee shall meet at least quarterly. This committee shall consist of six (6) members from the following:

- One (1) representative from the IAFF
- One (1) representative from the OPBA
- One (1) representative from the Teamsters
- Three (3) representative appointed by the Board of Trustees

**SECTION 4:** These committees shall be selected and/or appointed at the sole discretion of their respective organization. The Chairperson shall be determined from one of the three (3) appointees from the Board of Trustees. The Committee shall, at its first meeting, establish rules and regulations for governing the committee. However, the rules and regulations shall provide that each of the six (6) members shall have one (1) vote and that a majority vote will be controlling. Each representative shall have the opportunity to use any advisor or consultant it deems necessary. The committee will review all bids and will be involved in any and all discussions with the proposed carriers when any presentation is made to the Board of Trustees.

#### **ARTICLE 22: ACKNOWLEDGMENT**

The Employer shall furnish each bargaining unit employee with a signed copy of this Agreement.

#### **ARTICLE 23: EXECUTION DATE**

This Agreement shall become effective January 2, 2014, and shall remain in effect until December 31, 2016. If either the Employer or the Union wish to modify, amend, or terminate the contract, the party desiring such modifications shall give written notice to that effect to the organization not less than sixty (60) days prior to said expiration date, in which event negotiations shall begin no later than thirty (30) days prior to such expiration date.

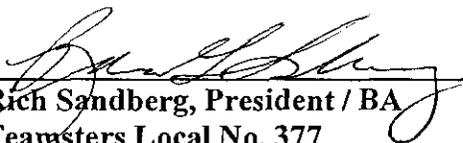
SIGNATURE PAGE

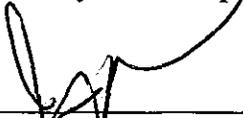
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by affixing the signature of their authorized representatives hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**LIBERTY TOWNSHIP**

**TEAMSTERS LOCAL NO. 377**

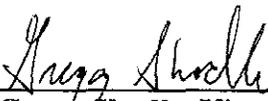
  
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Stan Nudell, Trustee  
Liberty Township

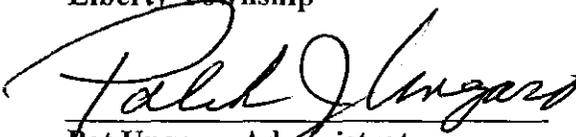
  
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Rich Sandberg, President / BA  
Teamsters Local No. 377

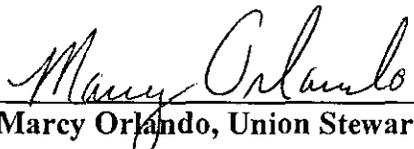
  
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Jason Rubin, Trustee  
Liberty Township

  
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Ralph "Sam" Cook, Sec-Treasurer

  
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Jodi Stoyak, Trustee  
Liberty Township

  
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Gregg Shadle, Vice President / BA  
Teamsters Local No. 377

  
\_\_\_\_\_  
Pat Ungaro, Administrator  
Liberty Township

  
\_\_\_\_\_  
Marcy Orlando, Union Steward

*Approved as to form:*

  
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FOR MARK FINAMORE  
Mark S. Finamore  
Township Law Director