

STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT BETWEEN
CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS
OF AMERICA, LOCAL UNION NO. 377,
REPRESENTING THE LIBERTY TOWNSHIP ROAD DEPARTMENT
AND
THE LIBERTY TOWNSHIP BOARD OF TRUSTEES



JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

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AGREEMENT

The parties agree that it is desirable to promote harmonious relations 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 America, Local Union No. 377, (the "Union") that have resulted in the contract provisions contained herein.

ARTICLE 1 RECOGNITION

SECTION 1. The Township Trustees recognize the Union as the exclusive bargaining agent with respect to rates of pay, wages, hours of work and other conditions of employment for all employees of the Township Road Department, excluding the Road Superintendent.

SECTION 2. In negotiations requested by the Township trustees or the Union, the Township will pay not more than two (2) representatives from the Union their regular straight time rate of pay (not exceeding eight (8) hour 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 Employer will check off, on the basis of individually signed check-off authorization cards, monthly dues as certified to the Township Clerk by the Treasurer of the Union. The amounts checked off will be remitted 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 the Employer harmless from any claims, actions, or proceedings by an employee arising from deductions made by the Employer pursuant to this article. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION 3. 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 Township Road 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 employees during the working hours of such officers, representatives or members or other employees.

ARTICLE 4
SEVERABILITY

SECTION 1. If during the life of this agreement, any provisions 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 this matter, either party may serve notice to reopen that matter in accordance with R.C. 4117.

ARTICLE 5
MANAGEMENT RIGHTS

SECTION 1. Except as specifically limited herein, the Employer shall have the right to administer the business of the Liberty Township Road Department in addition to all other functions and responsibilities of the Employer. Specifically, the Employer's management rights include as outlined in the Ohio Revised Code Section 4117.08 ©, are but not limited to, the following:

Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public

employer, standards of services, its overall budget, utilization of the technology, and organizational structure;
Direct supervise, evaluate, or hire employees;
Maintain and improve the efficiency and effectiveness which governmental operations are to be conducted;
Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
Determine the adequacy of the work force;
Determine the overall mission of the Employer as a unit of government;
Effectively manage the work force;
Take actions to carry out the mission of the public employer as a governmental unit;

It is understood that the Township maintains the right to employ and utilize Part-time employees at its' discretion and under those terms and conditions it deems appropriate as to compliment the existing work force as long as full time staffing remains at six (6).

ARTICLE 6
CORRECTIVE ACTION

SECTION 1. No employee shall be disciplined, reduced in pay or position, suspended or removed except for just cause, or before a pre-disciplinary hearing is scheduled.

SECTION 2.

a. Discipline will be applied in a corrective, progressive and uniform manner. It shall be intended that all steps of the progressive disciplinary process are to be corrective; therefore an appropriate amount of time between progressive steps shall be given for the employee to make corrective action.

b. Progressive discipline shall take into account the specific nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. There shall be specific and separate lines of progression for each specific disciplinary type.

c. Whenever the Township and/or his designee, determines that there may be cause for an employee to be disciplined (suspended, reduced, or discharged), a pre-disciplinary hearing will be scheduled to give the employee the opportunity to offer an explanation of the misconduct. The pre-disciplinary hearing will be scheduled with the Teamsters within fifteen (15) calendar days of the alleged misconduct. In the event the Township cannot schedule said hearing in the time limits set in this paragraph, the Township shall notify the Teamsters and request the additional time needed. Said request for additional time shall

not be unreasonable denied by the Teamsters. The pre-disciplinary hearing procedure shall be as follows and the Teamsters shall be present at each step:

1. The employee and the Teamsters shall be provided with a written notice advising him of the charges and the specifications of the charges against him. In addition, the notice will list the date, time, and location of the hearing. Such notice shall be given to the employee and the Teamsters at least fourteen (14) days before the hearing. The employee, with the Teamster's approval, shall be allowed representative of his choice, the cost of which shall be borne by the employee. Time limits may be waived by mutual consent of the parties.

2. The hearing shall be conducted before a "neutral" administrator selected by the Township, an administrator who is not involved in any of the events giving rise to the offense. During the course of the hearing, the employee or the Teamsters may offer verbal or written statements from other persons pertaining to the charges.

3. Within five (5) calendar days after the hearing, the neutral hearing officer shall provide both the employee and the Teamsters, and the Township with a written statement affirming or disaffirming the charges, based on the evidence given at the hearing by the parties. The document will also give the reasons for the decision.

SECTION 3. An employee, receiving a notice of a pre-disciplinary hearing may elect to waive such a hearing. To waive a pre-disciplinary hearing, the affected employee will sign a form waiving the hearing, witnessed by an official of the Teamsters and in the presence of the Road Supt. or his designee. All parties to the waiver shall sign the form along with the affected employee. An employee waiving the pre-disciplinary hearing, shall also waive the grieving of any discipline imposed.

SECTION 4. Following the hearing, any employee receiving an order of suspension or dismissal, may appeal such order at Step 3 of the Grievance Procedure, within ten (10) days of the receipt of the written decision.

SECTION 5. The Township agrees all disciplinary procedures shall be carried out in private and in a businesslike manner.

SECTION 6. Any employee found to be unjustly suspended or discharge, shall be reinstated with full compensation and benefits for all time lost.

SECTION 7. Records of disciplinary action shall cease to have force and effect, or be considered in future discipline matters under the following periods:

Documented Verbal warning	6 months
Written reprimands	6 months
Suspensions of less than 3 days	9 months
Suspensions of 3 days or more	12 months

SECTION 8. An employee may inspect his own personal "Personnel File" as set forth in this Agreement.

SECTION 9. As used in this article, "Days" shall mean calendar days, excluding Saturdays, Sundays, and Holidays as defined in this Agreement.

ARTICLE 7
GRIEVANCE AND LABOR MANAGEMENT COMMITTEES

SECTION 1. The employees selected as stewards shall constitute the Union Grievance and Labor Management 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 Trustees ways in which to improve the relationship between the Union and Employer.

ARTICLE 8
GRIEVANCE PROCEDURE

SECTION 1. Every employee covered by this Agreement, shall have the right to present his grievance in accordance with the procedures contained herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a steward and/or local union representative at all steps of this Grievance Procedure. It is the intent and purpose of the parties to this agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

SECTION 2. "DAY" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, and Holidays, as defined within this agreement.

SECTION 3. The following procedures shall apply to the administration of all grievances filed under this procedure.

(A) Except at Step 1, all grievances shall include:

The name and position of the Grievant

The identity of the provisions of this Agreement and/or established past practice involved in the grievance;

The Time and place where the alleged events or conditions constituting the grievance took place if known to the grievant;

The identity of the party responsible for causing said grievance, if known to the grievant; and,

A general statement of the nature of the grievance and the redress sought by the grievant.

(B) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative.

(C) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.

SECTION 4. All grievances shall be administered in accordance with the following steps of the grievance procedure:

STEP 1: An employee who believes he may have a grievance shall notify the Township Administrator of the possible grievance within ten (10) days of the occurrence or their knowledge of the occurrence of the facts giving rise to the grievance. The Township Administrator will schedule an informal meeting with the employee and his steward within ten (10) days of the date of the notice by the employee/grievant. The Township Administrator and the grievant, along with the grievant's steward, will discuss the issues in dispute with the objective of resolving the matter.

STEP 2: If the dispute is not resolved informally at STEP 1, it shall be reduced to writing by the grievant and/or his steward, and presented to the Township Administrator within ten (10) days of the informal meeting or notification of the Road Superintendent's decision at STEP 1 with the original grievance given to the Union. The Township Administrator shall give his answer to the grievant, with a copy to the grievant's steward, and the Union within ten (10) days of the receipt of the written grievance.

STEP 3: If the grievance has not been settled to the satisfaction of the Union, a meeting shall be scheduled with the Township Administrator, the Union, the Steward, and the Grievant within ten (10) days of the written response from the Township Administrator to discuss the grievance in an attempt to settle the grievance. The Township Administrator shall reduce his response or settlement to writing and give copies to the Union, the Steward, and the Grievant.

STEP 4 – BOARD OF TRUSTEES: If the grievance is not resolved with the written decision at the conclusion of Step 3, a written appeal by the Union of the decision may be filed with the Board of Trustees within ten (10) days from the date of the rendering of the Step 3 decision. Copies of the written decisions shall be submitted with the appeal. The Board of Trustees shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing shall be held with the grievant, the Steward, Teamsters Local 377 representative and any other party necessary to provide the required information for the rendering of a proper decision. The Board of Trustees shall issue a written decision to the grievant and Teamsters Local 377 representative within fifteen (15) days from the date of the hearing. If the grievance is not resolved at the conclusion of this step, the grievance may proceed to Arbitration, pursuant to the Arbitration Procedure herein contained.

ARTICLE 9
ARBITRATION PROCEDURE

SECTION 1. Arbitration. The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 2, the Union shall notify the Employer, in writing, of its intent to seek arbitration of an unresolved grievance and by submitting a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) Ohio Resident, national Academy Certified arbitrators within twenty (20) days of the date of the letter of intent, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 2 reply.

SECTION 2. Selection of the Arbitrator. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. In the event that a party fails to return a ranked list to FMCS within the specified time period, the other party shall have his top preference appointed. Each party shall have the right to reject one (1) panel of arbitrators.

SECTION 3. Hearing and Decision. The arbitrator shall conduct a hearing on the grievance within the time allotted by FMCS. The principals of the grievance will be afforded at hearing an opportunity to present their respective cases.

Upon the close of the hearing, the arbitrator shall render a decision that will be final and binding on the parties.

The arbitrator shall be bound by the language of this contract and shall have no jurisdiction or authority to add to, subtract from, amend or in any way modify any of the terms or provisions of this contract. The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and section of this agreement, and shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or applicable laws.
2. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations established by the Employer so long as such practice, policy, or regulations do not conflict with this agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiate as part of this agreement. The arbitrator shall not mitigate the level of discipline imposed by the Employer upon a finding that, by a preponderance of evidence,

misconduct occurred. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no more than seven (7) days prior to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

SECTION 4. Arbitrability. The question of substantive arbitrability may be raised by either party before the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is substantively arbitrable. If the arbitrator determines the grievance is within the purview of substantive arbitrability, he will make a determination on the merits of the grievance.

SECTION 5. Arbitration Expenses. The expenses and charges of obtaining the list shall be borne by the party requesting it. The expenses of the arbitration hearing/arbitrator's fees shall be split equally by the parties. The expenses and compensation of any court reporter or transcript shall be borne by the party requesting them, or split equally if both parties make the request. Witness expenses shall be borne by the party calling the witness. Employee witnesses shall suffer no loss in straight time pay.

SECTION 6. Arbitration Awards/Settlements. Arbitration awards and pre-arbitration settlements shall be final and binding on the Employer, the Union, and the grievant (s) subject to the provisions of the Ohio Revised Code.

ARTICLE 10

EMPLOYEES SENIORITY STATUS

SECTION 1. When a temporary, seasonal, or part-time Road Department employee becomes a full-time employee, his seniority shall be deemed to have commenced as of the date he was given full-time status with the Road Department.

SECTION 2. For the purpose of job assignments, seniority shall be the basis of which assignments shall be made, provided ability to perform the work; and reliability; are relatively equal. The assignment of jobs required to be performed for a classification shall be at the determination of the Road Superintendent or the foreman in the Superintendents absence providing senior most employee has been afforded consideration. Training will be provided to the senior most employee(s) first to obtain skills necessary to perform job tasks prior to training/assigning an employee(s) with less seniority. Training opportunities, as it pertains to this section, shall be provided through out the term of this agreement whenever possible.

SECTION 3. Vacancies in the Road Department work forces shall be filled first by qualified full-time Road Department or employees within the same department before new employees are given consideration for employment. There shall be no restrictive age limit for employees on the Employer payroll as of the effective date of this contract.

SECTION 4. See seniority List in Appendix 1 for anniversary dates and seniority status.

ARTICLE 11
LAYOFFS AND RECALL

SECTION 1. In the event it becomes necessary to lay off employees in the Road Department due to any circumstances, departmental 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 department seniority to be recalled first by department.

SECTION 3. No part-time or temporary employees shall be hired in the Road Department work forces unless all laid off employees within the department are recalled to full-time status.

ARTICLE 12
HOURS OF WORK/OVERTIME

SECTION 1. The workweek shall be defined as five (5) consecutive eight (8) hour days from Monday through Friday.

SECTION 2. Regular hours of work shall be consecutive from 7:00 A.M. to 3:00 P.M., except for interruptions for two (2) paid fifteen (15) minute breaks in the A.M. & P.M., one (1) thirty (30) minute lunch period to be normally scheduled during the middle of the shift. The lunch period shall be as customarily taken. Summer work hours 6:00 A.M. to 2:00 P.M. from Memorial Day through Labor Day.

SECTION 3. All hours worked in excess of the normal forty (40) hour work week or 7:00 A.M. to 3:00 P.M. or 6:00 A.M. to 2:00 P.M. during summer hours work day shall be considered overtime and paid at the rate of time and one-half (1 ½), with the exception of holidays (Article 17) and Sundays, which shall be paid at double time (2x) rate.

SECTION 4. At the end of pay period, the Road Department Supervisor shall notify each employee in his department of the amount of overtime and hourly rate he has performed in that period.

SECTION 5. Because of the nature of Road Department employment, it is recognized that it may be necessary to have employees report to work at anytime in a 24 hour period to ensure the safety of township residents.

Overtime/Call-Out. An employee called out to work shall be paid a minimum of two (2) hours at the overtime rate. This minimum two (2) hour term does not apply if call out time ends or continues into the beginning of an employee's regular starting time or if the call out time begins at the same time the employee's regular hour's end.

ARTICLE 13
TEMPORARY ASSIGNMENTS

SECTION 1. When a full-time Road Department employee is appointed by the department head to perform a duty in a classification that has a higher rate of pay, such employees shall be paid the higher rate for those hours worked on such assignments on a daily basis. The Foreman shall receive Road Supt. Pay, only if he performs the Road Supt. job for three (3) consecutive days or longer. In Senior Road Foreman's absence, person covering position will receive Senior Road Foreman pay rate for time covered. Senior road Foreman's position will be covered by next person in seniority.

SECTION 2. When it is necessary to assign a Road Department employee to different department on a temporary basis, all assignments shall be according to seniority starting with the most senior employee in the appropriate classification.

ARTICLE 14
SICK LEAVE

SECTION 1. Crediting of Sick Leave. All full-time Road Department employees shall earn sick leave at the rate of 4.6 hours per 80 hours worked with unlimited accumulation, this shall include all hours paid. Unused sick leave shall accumulate without any limit.

SECTION 2. Use of Sick Leave. An employee eligible for sick leave with pay may use sick leave, upon notification to the Road Supt. or his designee, only for absence due to:

1. Personal illness and/or injury;
2. Exposure to contagious diseases which could be communicated to other employees;
3. Illness or injury and death in the employee's immediate family; and,
4. Pregnancy and/or childbirth and other conditions related thereto.

Immediate family shall be defined as the employee's spouse, children (including stepchildren) or any other relative living in the employee's home.

SECTION 3. Notification by the Employee. When an employee is unable to work, he shall notify the Road Superintendent or his designee, no later than the time the employee is scheduled to report for work. Failure to do so may be cause for denial of sick leave with pay for the period absent.

SECTION 4. Evidence Required for Sick Leave Usage. Each employee absent from work shall furnish the Road Supt. a satisfactory written, signed statement to justify the use of sick leave. Any employee absent from work and using sick leave benefits, after three (3) or more consecutive days, must provide a certification from a licensed physician or psychologist stating the medical attention required to justify the use of sick leave.

SECTION 5. Transfer of Sick Leave Credit. An employee, who transfers from one township position, or another public agency in Ohio, shall be credited with the unused balance of his accumulated sick leave, but not in excess of the accrual limit effective for employees.

SECTION 6. Charging of Sick Leave. Sick leave shall be charged in minimum units of one (1) hour.

SECTION 7. Full-time employees, with ten (10) or more years of service with Liberty Township, who become totally disabled or retire from employment, may elect to be paid in cash for any unused sick leave the employee may have. Such pay out shall be determined by the rate of thirty-three and one-third (33 1/3%) of all unused sick leave, with a maximum payment not to exceed eight hundred eighty (880) hours.

SECTION 8. Should an employee be deceased, any accumulated, unused sick leave shall be paid to the deceased employee's estate, at the rate and amount set forth in this article.

ARTICLE 15 BEREAVEMENT LEAVE

SECTION 1. All full-time Road Department and Maintenance Department employees shall be granted a maximum of three (3) consecutive days of leave for a death in the immediate family. The immediate family shall include the employee's spouse, children, mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather, and grandchild, or any other relative living in the employee's home. Such bereavement leave shall not be charged to sick leave.

ARTICLE 16 MILITARY LEAVE

SECTION 1. All full-time Road Department employees shall be granted a leave of absence with difference in pay for military duty, not chargeable to sick leave or vacation time nor earned days off, for required and mandatory summer camp and weekend drills.

ARTICLE 17 ANNIVERSARY DATE AND VACATION PERIOD

SECTION 1. For the purpose of computing vacation seniority, after completing one (1) full year of service with the Liberty Township Road Department that anniversary date shall become the permanent anniversary date for such affected employees.

SECTION 2. All full-time Road Department employees shall be granted paid vacation periods shall be any period mutually agreed upon by the Employer and employee between January 1st and December 31st of any year.

SECTION 2A. Vacation time requested shall be granted and posted by Liberty Township Road Department seniority up to March 1st each year. Vacation time requests not posted by May 1st of each year will be granted at the discretion of the Senior Road Foreman and on a first come, first served basis.

SECTION 3. Each full-time Road Department employee shall be granted paid vacation after one (1) year of service with the Liberty Township Road Department 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;

Not more than two (2) employees within the Road Department shall have scheduled vacations at the same time unless agreed upon by the Road Superintendent or his designee.

SECTION 4. Each full-time Road employee shall receive vacation, personal, and holiday pay based on the rate, which constitutes 50% or more of the work performed by employee in previous calendar year.

SECTION 5. A full-time Road Department employee serving in the National Guard of Ohio shall receive credit for vacation equal to the time served with the National Guard. Likewise, an employee who was serving on active duty with the armed forces of the United States for a period of one (1) year or more shall receive credit for vacation. The vacation time credit shall equal the number of years in active service but not to exceed four (4) years of active duty. If an employee has served in both the Ohio National Guard and the United States Armed Services, he must choose from which duty he will receive his vacation credit. An employee must furnish a D.D. Form 214 to receive this credit.

SECTION 6. Any unused portion of an employee's vacation time (up to ten days) will be brought back by Township at employee's actual vacation rate, payable on or about January 7.

SECTION 7. Employees must physically work on duty at least twenty-six (26) weeks during the calendar year to qualify for full vacation time based on his/her anniversary date. This section applies to employees returning to duty not those retiring or leaving employment from the Township. Any employee physically working less than twenty-six (26) weeks will have vacation time prorated as follows:

26 weeks.....100%	18 weeks.....69%
25 weeks.....96%	17 weeks.....65%
24 weeks.....92%	16 weeks.....61%
23 weeks.....88%	15 weeks.....57%

22 weeks.....84%	14 weeks.....53%
21 weeks.....80%	13 weeks.....50%
20 weeks.....76%	0-12 weeks...-0-%
19 weeks.....73%	

Vacation time, sick leave and injury on duty leave shall not be counted as days worked for the purpose of this section.

SECTION 8. Not more than five (5) vacation days may be taken in combination as single days. All other vacation must to taken in minimum increments of three (3) consecutive days, not to include weekends or holidays. Any vacation requests under this Section will require at least a day’s notice that will not be unreasonably withheld by the Superintendent or designee.

ARTICLE 18
HOLIDAYS

SECTION 1. The following listed days shall be considered paid holidays for all full-time Road Department employees:

New Year’s Day	Thanksgiving Day
Martin Luther King Day	Labor Day
Christmas Day	Veterans Day
Memorial Day	Fourth of July

Two floating holidays will be designated by Union by January 15 of each year, to substitute for Presidents Day and Columbus Day.

SECTION 2. Each full-time Road Department employee, after one (1) year of service within their department, shall have three (3) personal days in each calendar year to use at his discretion, without advance notice. Personal days must be taken as full eight (8) hour days.

ARTICLE 19
COURT APPEARANCES

SECTION 1. Any Road Department employee who is required to appear in court at the request of the employer or on behalf of the employer shall be compensated at an hourly rate based on his salary.

Such employee shall submit satisfactory proof of the time spent in court.

SECTION 2. Any Road Department employee called for jury duty shall be granted time off for the days on which he qualified to be compensated by the appropriate court as a juror. The Township will compensate the employee on such days for the difference between his jury duty compensation and his regular pay. To be eligible for such pay an employee must present verification of his call to jury duty and remit jury duty payment

received to the Township Clerk. An employee who reports for jury duty and is subsequently excused and/or released shall report to work, if scheduled, for the remainder of his shift.

ARTICLE 20
NO STRIKE CLAUSE

SECTION 1. It is the intent and purpose of the parties to this Agreement that should any dispute arise, it will be resolved by peaceful and amicable means, and for that reason there shall be no strikes, picketing, work stoppages, sit-downs, boycotts, or any other interference with the operations of the employer.

ARTICLE 21
WAGES/JOB DESCRIPTION

SECTION 1. Full-time employee wages shall be compensated according to the following:

SECTION 2. Class I Wage Rate Per Hour:

	4% + 10% PERS	0%	0%
	2014	2015	2016
Senior Rd Foreman	\$27.04-\$29.74	\$29.74	\$29.74
Working Foreman	\$22.19-\$24.41	\$24.41	\$24.41
Operator	\$20.52-\$22.57	\$22.57	\$22.57
Truck Driver	\$19.03-\$20.93	\$20.93	\$20.93
Laborer	\$17.93-\$19.72	\$19.72	\$19.72

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.

SECTION 2B. Job Description

1. Working Foreman

2A. Operators (may include working foreman):

Any driver of a truck engaged in snow plowing and/or ice control mix distribution.

Backhoe

Vactor/jet rodder (2)

Motorized street sweeper

Motorized blacktop roller

Motorized asphalt pavers (2)

Highway tractor

Driving any combination of vehicles requiring Class A CDL
Any additional equipment obtained deemed by supervision and Union agree
to required operator skills
Welder
Garage mechanic

Truck Drivers:

Drivers of any vehicles
One (1) ton dump truck
Catch basin construction
Asphalt luting
Chain saw operation/maint.
Oxygen-Acetylene torches

Laborer

SECTION 3A. The starting pay range in any class per job category for all new employees hired subsequent to December 31, 2010 shall be as follows:

1 st Year of Employment (Class V)	60% of Class I base wage rate
2 nd Year of Employment (Class IV)	70% of Class I base wage rate
3 rd Year of Employment (Class III)	80% of Class I base wage rate
4 th Year of Employment (Class II)	90% of Class I base wage rate
5 th Year of Employment (Class I)	100% of Class I base wage rate

SECTION 3B. All new employees hired during the term of this contract shall be fully responsible for and shall pay the entire Ohio Public Employees Retirement System's employees' pension contribution in the amount set by the Ohio Public Employees Retirement System's Board of Directors. The employer shall not be required to pay any pension contribution pick-up for said employees. The Township will pay the Ohio Public Employees Retirement System's Employer pension contribution for said employees in the amount set by the Ohio Public Employees Retirement System's Board of Directors.

SECTION 3C. All full-time employees shall receive an annual uniform allowance in the amount of Three Hundred Dollars (\$300.00) payable for the first year of the contract in the payroll next following the execution of this agreement, and each year thereafter in the first payroll of the calendar year.

ARTICLE 22
LONGEVITY PAY

All full-time employees hired prior to January 1, 2011 shall receive longevity pay in accordance with the 2008 – 2010 collective bargaining agreement.

All full-time employees hired after December 31, 2012, after having completed five (5) years of full-time service with the Liberty Township Road Department shall receive longevity pay calculated as follows:

Annual longevity pay in the amount of Sixty Dollars (\$60.00) times (x) the number of years of full-time service completed with the Liberty Township Road Department, recalculated for each employee on the employee's hire anniversary date.

ARTICLE 23 **HEALTH AND SAFETY**

SECTION 1. The employer agrees to furnish and to maintain in safe working condition all tools, facilities, vehicles, supplies, and equipment required to safely carry out the duties of each position. Employees are responsible for immediately reporting any unsafe conditions or practices, and for properly using and caring for all tools and equipment furnished by the employer.

SECTION 2. When a Road Department employee, in good faith, believes any equipment, tools and/or vehicles are unsafe, such equipment, tools, and/or vehicles shall immediately be taken out of service and the employee shall immediately report to his/her supervisor for reassignment. The Employee shall not operate said equipment until directed to do so by the supervisor after an investigation and inspection shows the equipment to be safe.

SECTION 3.(A) The Employer shall provide each full-time Road Department employee with the following safety equipment and foul weather gear:

1. Boots – knee length construction type.
2. Boots – light driving type.
3. Rain coat and rain pants
4. Rubber gloves
5. Fluorescent vest
6. Hard hat
7. Work gloves
8. Eye and ear protection

(B). To obtain a replacement for any of the items mentioned, an employee must present the old item that has become worn or damaged to the Road Superintendent or designee.

SECTION 4. All employees, as a condition of their employment, will be subject to the CDL Alcohol and Drug Testing Policy adopted by the Board of Trustees and attached hereto as a part of this Agreement (Appendix 2). As a condition of employment it is understood that all employees of the road Department must maintain a valid CDL (minimum to operate Township equipment) during their employment with the Township. If a person loses such CDL during off-duty activities, the employee shall be reduced to the labor rate until such time as they have their CDL reinstated which shall not interrupt the

Township's operation. First offense of losing CDL during off-duty activities the employee will be required to participate in recommended treatment and counseling as well as unannounced follow-up testing if not so ordered by the court system for a period of one (1) year. Second off-duty loss of CDL will result in immediate termination of employment.

ARTICLE 24
PROBATIONARY PERIOD

SECTION 1. There shall be a probationary period of one (1) year for all new Road Department employees during which time said employee can be discharged without just cause.

ARTICLE 25
IN CASE OF EMERGENCY

SECTION 1. In case of national, state, or local emergency such as common disaster, floods, riots, etc. all employees are subject to immediate action as required.

ARTICLE 26
BENEFITS

SECTION 1. Effective September 1, 2012, Liberty Township shall provide health care insurance coverage to bargaining unit employees and eligible dependents, including major medical, dental, and vision insurance coverage as outlined in Appendix A to the original Collective Bargaining Agreement, through the Township's group health insurance plan.

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 by-weekly payroll deductions, calculated as follows:

Yearly health premium (appropriate monthly premium x 12 months) times yearly employee percentage contribution 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.

SECTION 2. In the event the yearly cost to provide a 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 premiums costs, the Employer may request to re-open the agreement to negotiate with Teamsters Local # 377 necessary provisions to maintain paid monthly premiums by the Employer. The Employer also 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.

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 committee members 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 proposed carriers when any presentation is made to the Board of Trustees.

ARTICLE 27
FAMILY MEDICAL LEAVE

SECTION 1. Employees who qualify for FMLA must utilize all available paid leave (excluding at the employee desire to reserve 120 hours of vacation leave or sick leave) before any unpaid time will be allocated towards the twelve (12) week annual total paid and unpaid leave will be allowed. When an employee has used accrued paid time for a portion of family/medical leave, the employee may request an additional period of unpaid leave to be granted so that that total of paid and unpaid leave provided equal 12 weeks.

SECTION 2. For the purpose of the calculation, the Employer will utilize his “rolling” year, in that the qualifying events will be charged as they occur and the one year limitation for time off will commence with the first usage within said period.

SECTION 3. An employee is required to give 30 days (no exceptions) notice in the event of a foreseeable leave. A “Request for Family/Medical Leave” form must be completed by the employee and returned to the Department Head or Township Administrator’s Office. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed “Request for Family/Medical Leave” form.

ARTICLE 28
ACKNOWLEDGMENT

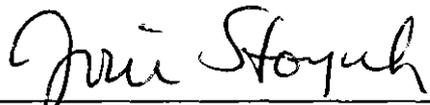
SECTION 1. The Employer shall furnish each bargaining unit employee with a signed copy of this contract.

ARTICLE 29
EXECUTION DATE

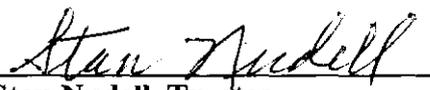
SECTION 1. This contract shall be effective as of January 1, 2014 and shall remain in effect until December 31, 2016. If either the Employer or the Union wish to modify, amend, or terminate the contract, the party desiring such modification shall give written notice to that effect to the organization 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.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by affixing the signature of their authorized representative hereto on this ___ day of ___.

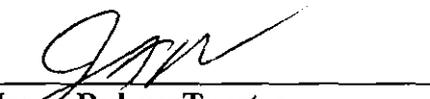
LIBERTY TOWNSHIP



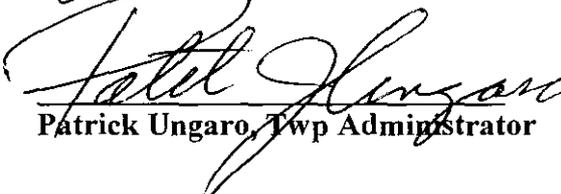
JODI Stoyak, Trustee



Stan Nudell, Trustee



Jason Ruben, Trustee

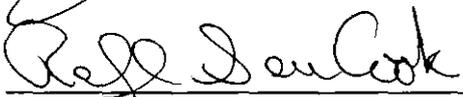


Patrick Ungaro, Twp Administrator

TEAMSTERS LOCAL NO. 377



Rich Sandberg President



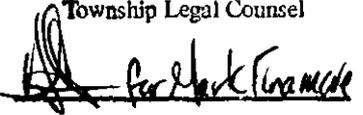
Ralph "Sam" Cook Sec-Treasurer



Gregg Shadle Vice President



Gino Bidinotti, Steward

APPROVED AS TO FORM
Mark S. Finamore
Township Legal Counsel




Liberty Township

STATE EMPLOYMENT
RELATIONS BOARD

Administration Building • 1315 Churchill-Hubbard Road

Liberty Twp. • Youngstown, Ohio 44505

Ph: (330) 759-1315 • Fax: (330) 759-9226

www.libertytwp.com

2014 MAY 21 PM 3: 22

May 19, 2014

State Employment Relations Board (SERB)
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213

RE: Collective Agreement between the Liberty Township Board Trustees and the
Chauffeurs, Teamsters, Warehousemen and Helpers of America, Local Union NO. 377
Representing the Liberty Township Road Department.

Dear Sir or Madame:

Please find enclosed one copy of the agreement between the Liberty Township Board Trustees and
the above referenced employees effective January 1, 2014 to December 31, 2016.

Should you have any questions regarding this matter, please contact me at your convenience.

Sincerely,

Martha Weirick
Township Administrative Asst.

enc.

cc: FILE