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## **LABOR AGREEMENT**

**between**

**MADISON TOWNSHIP TRUSTEES**

**and**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL  
AND SERVICE WORKERS INTERNATIONAL UNION**

**ON BEHALF OF  
LOCAL UNION 9130-8**

**January 11, 2014**

**to**

**January 11, 2017**

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**ARTICLE 1**  
**PREAMBLE**

This Agreement is entered into this date January 11, 2014 by and between the Township of Madison, Ohio hereinafter referred to as the "Employer" and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union for and on behalf of itself and the members of Local Union 9130-8, hereinafter referred to as the "Union". It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

**ARTICLE 2**  
**RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees as covered by the Request For Recognition, Case Number 87-Rep-10-0253, October 26, 1987 (Ohio Revised Code Section 4117.07 (C)).

**ARTICLE 3**  
**UNION SECURITY**

All permanent employees hired prior to or after January 30, 1989, who do not become members in good standing of the Union shall pay a monthly fair share fee to the Union effective sixty (60) days from the employee's date of hire or sixty (60) days from the effective date of this Article as a condition of employment, equivalent to or less than one month's dues.

The fair share fee amount shall be certified to the Township Clerk by the Treasurer of the Union. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. (Section 4117.09 (C)).

**ARTICLE 4**  
**DUES CHECK OFF**

The Employer agrees to deduct, once a month, dues and assessments in the amount certified to be current by the International Secretary-Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The

total amount of deductions shall be remitted each month by the Employer to the International Treasurer of the Union at the address, which he authorizes for that purpose.

**ARTICLE 5**  
**DISCRIMINATION**

The Parties to this Agreement agree not to discriminate against any employee because of Race, Color, Creed, Sex, National Origin, Marital Status, Handicap, Religion, or Sexual Orientation, Non-Membership in the Union, or Membership in the Union.

**ARTICLE 6**  
**UNION BUSINESS LEAVE**

The chairman of the Union Committee or his designee, or designees, shall be granted time, not to exceed 120 hours per year without pay, to perform their functions including, but not limited to, attendance at regular and special meetings, conventions, seminars and conferences.

Member of the Union Negotiating Committee shall be allowed time off for all meetings which shall be mutually set by the Employer and the Union, and such attendance will be without loss of pay.

**ARTICLE 7**  
**EMPLOYEE STATUS**

The Employer shall maintain and post annually a current seniority list. This list shall be used whenever called for by specific Articles and Sections of this Agreement and in such other cases as may be agreed upon between the Employer and the Union. Any protest by Employee or their Representative must be made within thirty (30) days after posting.

**ARTICLE 8**  
**PREVAILING RIGHTS**

All rights, privileges, and working conditions enjoyed by the employees at the present time which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent. The parties have agreed to draft a mutually agreed upon Job Description and list of Past Practices. All current practices shall apply until such time the mutual agreements are made by the parties.

**ARTICLE 9**  
**SENIORITY**

The Parties recognize the concept of "Continuous Service" Seniority. Continuous Service shall be from the most recent date of hire.

In the case of Personnel reduction, the employee(s) with the least amount of Seniority will be laid off first providing the remaining employee(s) have the ability to perform the required work. Employee(s) shall be recalled in order of their seniority, and their ability to perform the required duties of the job that they are being recalled to.

Where training is required for a job or jobs, employee(s) within the bargaining unit will first be offered that training before going to the street for new employee(s).

Seniority will be broken when an employee:

1. Is discharged for cause; or
2. Voluntarily quits or retires; or
3. Is laid off, is recalled to work by mail addressed to his last recorded address on file with the Employer, and fails to return to work within five (5) working days from the date he is instructed to be at work unless his failure to report to work is for a justified reason; or
4. Fails to return to work from a leave of absence unless his failure to return is for a justified reason; or
5. Absence of more than three (3) consecutive working days without reporting off to the Employer; or
6. Employees shall have eighteen (18) months of recall rights up to the first twelve (12) years of service. Employees will accrue one (1) additional month of recall rights for each additional year of service after twelve (12) years of service, up to a maximum of thirty (36) months of recall rights.

In the event two (2) or more employees have the same seniority date, a flip of a coin will determine the senior employee.

**ARTICLE 10**  
**HOURS OF WORK AND OVERTIME**

The normal work day shall be eight (8) hours per day, and the normal work week shall be forty (40) hours per week.

It shall be understood and agreed that employee(s) shall be paid at one and one-half (1-1/2) times their regular hourly rate for any work performed in excess of eight (8) hours in one day or in excess of forty (40) hours in one week; however, double time will be paid for all time worked in excess of twelve (12) consecutive hours.

One and one half times (1-1/2) will be paid for all hours worked on Sunday.

For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

Employee(s) shall be paid at one and one-half (1 1/2) times their regular hourly rate for any work performed on a holiday, in addition to the regular day's pay for the holiday. Employees will be paid on Thursday of each week, except that the weeks where Thursday is a Road Department holiday, each employee will be paid on Wednesday.

Employee optional overtime conversion to comp time as opposed to paid time (example: one hour of overtime equals one and one half hours of comp time or one hour of double time equals two hours of comp time). All comp time must be used in the same year as accumulated except when accumulated in extreme circumstances (i.e. snowstorm in December).

The employees will be scheduled to work four (4) ten (10) hour days will run from June 1<sup>st</sup> until August 31<sup>st</sup> each year. Overtime will only be applied after ten (10) hours worked on a regularly scheduled work day. All other overtime will apply as in the Agreement. The weekly schedule will be Monday through Thursday, and all members of the Road Department will be scheduled together.

The Memorial Day, July 4<sup>th</sup> and Labor Day holidays will be ten (10) hours' pay instead of eight (8) hours' pay.

The starting time will be 6:00 a.m. and the quitting time will be 4:30 p.m. and may be changed by the Trustees.

All holidays falling on Friday will be taken on the next Monday.

**ARTICLE 11**  
**REPORTING TIME**

When an employee(s) reports for work as scheduled and then is excused from duty by the Employer before completion of four (4) hours work, the employee(s) shall be paid for four (4) hours work at the appropriate rate...straight time or overtime...whichever is applicable.

**ARTICLE 12**  
**CALL TIME**

It shall be understood and agreed that any employee(s) who is called into work at a time unconnected to his regular scheduled shift, shall be paid for a minimum of two (2) hours at one and one-half (1 1/2) times his regular hourly rate. At least two (2) employees will be called in during non-scheduled working hours.

**ARTICLE 13**  
**SPECIAL LEAVES**

Section 1. Jury Duty

Each employee(s) who is called to and reports for jury duty shall be excused from any regular scheduled work days for municipal, county, state, or federal jury service.

Each employee so excused shall be compensated at his regular hourly rate less his jury pay for days the employee otherwise would have been scheduled to work for Madison Township and does not work.

If jury service is for a period of time less than such employee's regular scheduled work day, he shall only be excused for that portion of the day required for such service, plus reasonable time for travel and changing clothes.

Each employee(s) shall only be entitled to the benefits herein if he gives five (5) days prior notice of such jury call and presents proper evidence as to the jury duty performed to the responsible administrative officer of the employing unit.

Section 2. Leaves Without Pay

- A. Leaves without pay for personal reasons may be granted by Township Trustees upon request for periods not in excess of thirty (30) calendar days. Employees absent due to illness may be granted such leave after sick leave has expired. Such leave may be extended or renewed beyond a total of thirty (30) calendar days with the express approval of the Township Trustees.

- B. Any employee accepting a full time position with the Local Union or the International Union (United Steelworkers) shall be granted a one (1) year approved leave of absence without pay. Such leave may be extended beyond the one (1) year by the express approval of the Township Trustees.

### Section 3. Military Leave

1. This leave is granted in accord with the OHIO STATE LAW, to provide a leave not to exceed thirty-one (31) days in a calendar year.
2. To qualify for this leave with pay, the employee(s) must show proof of his order to active duty or training to his supervisor prior to reporting for training or duty. The employee will be paid the difference in money between his military pay and Township pay for such period. For the purpose of computing pay, military allowance will not be included.
3. Military leave, as defined in Paragraph A above, will count as full service with the Madison Township for the purpose of computing vacation and sick leave.

### Section 4. Personal Days

There will be four (4) personal days per calendar year with pay granted. Personal leave shall be used for personal business, which cannot be conducted outside the regular working day or for other personal emergency situations. If possible, notification of intent to use a personal leave will be made three (3) working days in advance. Personal leave days will not be taken before or after a vacation or holiday unless approved by two (2) Trustees. Personal leave days may not be substituted for purposes for which other types of leave are stipulated nor can the days be used in pursue of other employment for financial gain. Unused personal days may accumulate year to year but cannot be converted to sick days the following year.

### Section 5. Bereavement Leave

- A. Paid leave for death in the employee's immediate family shall be granted by the Road Superintendent for three (3) days. Proof of death and relationship of the deceased is required, but attendance at funeral is not required.
- B. The immediate family is defined as his/her: spouse, mother, father, child, grandmother, grandfather, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, brother, sister, or grandchild.
- C. Sick days may be used for any illness in the employee's immediate family (as per bereavement). Employees may use personal days or have the time off unpaid for the day of the funeral for aunts and uncles.

Section 6. Additional time off may be granted on a case by case basis, if extended travel or other hardships are encountered.

## **ARTICLE 14** **SICK LEAVE POLICY**

### Section 1. Accrual of Sick Leave

For each completed month of service, employees shall be entitled to sick leave of one (1) day for every month of scheduled work, and while on, on vacation leave or on approved sick leave, from the starting date of his present employment with Madison Township.

Unused sick leave shall be cumulative without limitation.

### Section 2. Use of Sick Leave

Any employee who advised the employer that he is ill shall be granted sick leave during such illness, provided the employee furnished satisfactory proof of such illness. In the event that the physician can only certify that he is able to return to work, but to perform light duty work only, then such employee may be assigned to light duty work temporarily, providing such is available.

The length of all absences shall be subject to the approval of the Road Superintendent of the employing unit except as specified by the employee's doctor. The responsible administrative officer of the employing unit may require the employee to furnish satisfactory evidence to the effect that his absence was caused by any of the reasons set out in Paragraph 2 above. The Township has the right to have the employee examined by a doctor of their choice at the Township's expense.

Each employee(s), either upon his return from sick leave or at the close of the pay period during which the sick leave was taken, shall have his individual sick leave record charged with the number of work days or hours used.

An employee may "borrow" up to ninety (90) days of sick leave from another Township employee after he or she has exhausted their accrued leave under the following circumstances:

1. This "borrowed" sick leave must be continuous and unbroken from the consumed accrued sick leave.
2. It must be for a non-work related injury or illness.

3. It must be substantiated by the employee's attending physician or provider and the aforesaid physician or health-care provider states there is a reasonable certainty that the employee will recover and return to work.

### Section 3. Sick Leave Conversion Upon Resignation

Upon resignation after eight (8) or more years of service with the Township, an employee shall be compensated for accrued, unused sick leave in accordance with the following computation.

Compensation for each day of such leave shall be computed on a basis of the employee's annual salary at the time of resignation, divided by 2080, and the number of compensated hours shall be in accordance with the following schedule:

1. One-third of the first two hundred forty (240) hours (or less) of accrued, unused sick leave, plus,
2. One-fourth of the portion of accrued, unused sick leave in excess of two hundred forty (240) hours but less than nine hundred sixty (960) hours, plus
3. Fifteen percent (15%) of the portion of accrued, unused sick leave in excess of nine hundred sixty (960) hours.

In the event of a termination due to a disciplinary action, the aforementioned conversion shall apply.

### Section 4. Sick Leave Conversion Upon Full Retirement

Upon full retirement, compensation for accrued, unused sick leave shall be made in accordance with the following computation. Compensation for each day of such leave shall be computed on a basis of the employee's annual salary at the time of retirement, divided by 2080 and the number of compensated hours shall be fifty percent (50%) of accrued, unused sick leave. This payment shall be paid in two stages. Twenty-five percent (25%) will be paid upon retirement and the remaining twenty-five percent (25%) will be paid one (1) year later. In the event of the death of the employee, such payments will be made to his estate.

Full retirement is being defined as an employee who is eligible for retirement by age, service or disability requirements of the State Retirement System.

An employee may sign up to receive sick pay when on Worker's Compensation and reimburse the Township when they receive Workers' Compensation. The employees will not be charged with the reimbursed sick days.

If a holiday falls during an employee's sick leave, it shall not be counted as sick leave. Absences due to service-connected illness or injury shall be charged against injury (medical) leave, in accordance with the provisions of Article 22 herein.

**ARTICLE 15**  
**INJURY LEAVE AND WAGE CONTINUATION**

Effective February 28, 2011, the Madison Township Trustees and USW Local 9130-8 have agreed to a Wage Continuation program for job related injuries and illnesses. See Memorandum of Understanding.

**ARTICLE 16**  
**VACATION**

Every effort shall be made to set the time for vacation leave, which will be mutually agreeable to the employee and the employer.

Each employee, regardless of the method by which his salary is paid, shall accumulate paid annual vacation leave on the following basis.

<u>Years of Service</u>	<u>Annual Accumulation</u>
1 year	One (1) week or 40 hours
2 years	Two (2) weeks or 80 hours
10 years	Three (3) weeks or 120 hours
20 years	Four (4) weeks or 160 hours
20 years plus	Four (4) weeks plus one (1) additional day per year up to a maximum of twenty-five (25) years.

Each employee shall earn vacation leave as stated above when he is working, on a holiday, on approved leave, on vacation leave, or on approved sick leave from the starting date of his present employment with the Township.

If a holiday falls during an employee's vacation period, it shall not be counted against his annual vacation.

An employee with one (1) year of service who leaves the employment of the Township for any reason or the surviving spouse, guardian of a minor child or children or personal representative of the estate of a deceased employee with one (1) year service shall be paid the accrued vacation leave pay of such employee.

**ARTICLE 17**  
**HOLIDAYS**

1. Employees covered by this Agreement shall be paid for nine (9) holidays to be determined by the employees of the Road Department. They will also be paid for two (2) floating holidays that can be determined on an individual basis. No more than two (2) employees can be off at a time on a floating holiday. Floating holidays cannot be taken during the ten (10) hour, four (4) days per week period from June 1<sup>st</sup> to August 31<sup>st</sup>.
2. To be eligible for holiday pay, the employee must have worked or have been on paid status the last scheduled day or work prior to and the next scheduled day after such holiday.
3. When a holiday falls on Saturday, the holiday shall be observed on the preceding Friday. When a holiday falls on Sunday, the holiday shall be observed on the following Monday.
4. Employees eligible under these provisions shall receive eight (8) hours at their regular straight time hourly rate exclusive of night shift and overtime premium for each such holiday.
5. Eligible employees who may be requested to and do work on any of the above holidays shall receive time and one half (1 1/2) in addition to holiday pay.
6. Employees who have accepted such holiday work in accordance with Paragraph E and then fail to report for and perform work, without reasonable cause, shall not receive pay for the holiday.
7. Employees who are on approved sick leave will not be eligible for holiday pay.

**ARTICLE 18**  
**ADJUSTMENT OF GRIEVANCES**

- A. Filing Limitations.
  1. Grievances filed for consideration hereunder must be filed within thirty (30) calendar days of the events upon which such grievance is based, or is discovered a grievable act has occurred.
  2. Should differences arise between the Township and the Union, as to the meaning of the provisions of the Agreement, or the alleged failure of either party to adhere to the provisions of this Agreement, there shall be no cessation of work in the Road

Department because of such differences, but an earnest effort shall be made to settle the matter immediately in accordance with the procedure hereinafter set forth.

B. When an employee is called in for a discussion of a complaint that may lead to discipline, he may at the employee's option, be represented by his duly elected official of the Union.

C. Grievance Procedure

Step 1. Between the aggrieved employee and his immediate supervisor.

Step 2. Between a member or members of the Grievance Committee designated by the Union and an official designated by the Township to perform said duties.

Step 3. Between the authorized representative of the International Union and the proper executive of the Township.

Step 4a. In the event the dispute shall not have been satisfactorily settled, the matter may then be appealed by either the Union or the Township to an impartial Arbitrator to be appointed by mutual agreement of the parties hereto. The decision of the Arbitrator shall be final and binding upon the Township and the Union, and all parties concerned. The expenses and salary incident to the services of the Arbitrator shall be paid equally by the Township and the Union. There shall be no filing of post-hearing briefs except by mutual consent of both parties.

Step 4b. In the event the parties cannot agree to the selection of an impartial Arbitrator, the dispute shall then be referred to the American Arbitration Association or Federal Mediation and Conciliation Service for determination in accordance with their established rules and regulations. The salary and expense incident to the service of the Arbitrator shall be paid equally by the Township and the Union.

D. Processing of Grievances

1. All grievances not satisfactorily settled at the end of Step 1 shall be submitted in Writing when presented in Step 2. Management is required to answer all grievances in writing of Step 2 within five (5) working days of the hearing and answer in writing is to be given within ten (10) working days after the Step 3 meeting.
2. If the decision in Step 2 is not appealed to Step 3 within ten (10) working days from the date of answer the grievance shall be considered settled on the basis of the decision made in the Step 2 answer and if the decision in Step 3 is not appealed within ten (10) working days from the date of the answer, it shall be considered settled on the basis of the decision as written in the Step 3 answer.

3. Failure to answer a grievance within the time limits provided herein shall cause the Township to grant the grievance by default except when extensions of answer periods are agreed to.

E. Union Grievance Committee

1. The Grievance Committee shall consist of such employees as are elected by the Union to represent the various departments.
2. A list of all Grievance Committeemen shall be submitted by the Union to the Management as soon as possible after the Union election.

F. General Provisions

1. Witnesses called to testify in grievances that reach the fourth stage level will be paid by the party calling such witnesses.
2. Grievants who attend any grievance meeting held during regular hours shall be paid by the Township.
3. The grievance procedure shall be available to both the Union and the Township. If the Township files a grievance, the grievance will begin at Step 2 of the procedure.

G. Grievance Meeting

Grievance Committee members and those other employees as agreed to shall not suffer any lost time for attendance at Step 2 and Step 3 grievance meetings.

**ARTICLE 19**  
**DISCIPLINE AND DISCHARGE**

- A. The Employer and the Union recognize the need for the Employer to exercise a consistent firm, prudent disciplinary policy. The Employer will issue discipline using the oral reprimand, written reprimand, suspension, and discharge as the primary means of disciplinary action. These means will be used progressively except where in the judgment of the Employer one or more steps of the progression should be omitted because of the severity of the cause of discipline.
- B. Employees are subject to discipline for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of work and/or personnel rules, or any other failure of good behavior, or any other act of misfeasance, malfeasance or nonfeasance in office.

C. Forms of Discipline

1. Oral Reprimand. Oral reprimands will be a discussion between the supervisor and the employee and the committeeman at the employee's option.

2. Written Reprimand. A written reprimand is one of the supervisors putting an employee on record as having been warned that the employee has a problem that must be corrected. A copy of this written reprimand will be given to the Union Committee-person. A copy shall be sent to the Employer to be placed in the employee's personnel file.

3. Final Written Warning. In cases where the Employer feels there is just cause for suspension, the employee and the Union will be notified in writing of the cause for suspension and the duration of the suspension. If the suspension is issued while the employee is at work, the employee and the Union official will be given an oral explanation of the reasons for suspension before being removed from the job. In the latter case, the employee may request the presence of a Union official, which request shall be granted if a Union official is available. If the suspension is issued while the employee is absent from the job, the notice of suspension will be mailed or hand delivered to the employee's home address. The notice of suspension shall include a date for the employee to respond to the suspension.

4. Discharge. In cases where the Employer feels there is just cause for discharge, the employee may be suspended pending a hearing in accordance with the procedures outlined in Paragraph 3 above. The suspension shall be noted "pending a hearing." Such hearing shall be held by the employer as soon as possible following the act which prompted the hearing.

**ARTICLE 20**  
**MISCELLANEOUS WORKING CONDITIONS**

Section 1. Emergency Work

A. Employees who are called or contacted for emergency work outside their regular shift shall be required to report for such emergency work in a period not to exceed thirty (30) minutes from the time they are contacted.

Section 2. Reporting Absences

A. Absences for personal reasons must be arranged with the immediate supervisor the day prior to the intended date of absence. Absences for illness or of an emergency nature shall be reported prior to the shift start time.

Section 3.

- A. Employees abusing reporting requirements shall be subject to disciplinary action.

Section 4. Distribution of Overtime

- A. Overtime work shall be assigned to qualified employees within the same work unit involved on an equitable basis. Overtime records shall be posted on the bulletin board monthly and reviewed for the purpose of balancing the overtime assignments. These records shall be made available to Union officers when requested by them.

Section 5. Meal Period

- A. The meal period shall be thirty (30) minutes.
- B. If any employee is required by a supervisor to be on duty during his meal period, he will be compensated for said lunch period at time and one-half. The Road Superintendent to set the lunch period.
  - 1. Any employee who is required to work four (4) or more hours after his scheduled hours will receive an unpaid lunch period, as scheduled by the Superintendent.

**ARTICLE 21  
RESIGNATION**

- A. In order to resign in good standing and under honorable circumstances, an employee shall give at least two (2) weeks' notice of his intention to resign.

**ARTICLE 22  
PROBATIONARY PERIOD**

Section 1.

- A. All new employees will be given a 90-day probation period and can be terminated at any time during this probation period.
- B. At the end of the probation period, the employee will either be hired full-time with full wages and all benefits or be terminated, for any reason, by the Township Trustees.

Section 2.

The Township and the Union have agreed to establish a position called Group Leader to be filled by the current Assistant Road Superintendent with the following conditions:

- A. The position will be a Union position as defined under the contract.
- B. The Group Leader will be paid \$1.00 per hour more than the Road Workers.
- C. When the Road Superintendent is off, the Group Leader will assume his duties except that the Group Leader will not discipline any Road Department employee. This is to say any discipline must be administered solely by the Road Superintendent or the Trustees.
- D. The Group Leader is subject to layoff by seniority as any other Road Department employee is. If he is laid off, the Trustees shall decide if it is necessary to replace him.
- E. If both the Road Superintendent and Group Leader are off, the Trustees will decide if it is necessary to replace either or both.
- D. The next Group Leader will be appointed by the Trustees from the Road Department employees at the time the vacancy occurs.

**ARTICLE 23**  
**GENERAL WORK RULES**

- A. The Township agrees to discuss proposed changes in existing work rules or the establishment of new work rules with the Union prior to their implementation.
- B. The parties will agree that in the future anytime there is more than one person needed to pick up or deliver anything anywhere, the Trustees must send at least one Union member for that run. This means that if it is determined that the distance is great enough to warrant sending the working supervisor and one other person, that other person will be a Union member. This will not change any practice currently in place in this regard.

**ARTICLE 24**  
**LABOR-MANAGEMENT COMMITTEE**

- A. In the interest of sound industrial relations, a joint Committee of no less than four (4) members, half of whom shall be from Management and half of whom shall be from the Union, will convene from time to time for the purpose of discussing subjects of mutual concern, including review of grievances. It shall be the express purpose of this Committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.

**ARTICLE 25**  
**NO STRIKE OR LOCKOUT**

Section 1. Subject to Senate Bill No. 133

- A. It shall not be a violation of this Agreement and it shall not be a cause of discharge of disciplinary action if any employee refuses to enter upon any property involved in primary picket line, or refuses to do work normally done by primary striking members of another Union, except that the Township shall not be required to pay the wages of any such employee. It is further provided that in no case shall any employees refuse to do any work, regardless of the existence of a lawful primary labor dispute if, in the Township's judgment, such refusal would be detrimental to the public health or safety unless the Township cannot reasonably provide for the personal safety of the employees.

**ARTICLE 26**  
**SAVINGS CLAUSE**

If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any applicable - valid Federal, State, or Local Law or Ordinance, or rules and regulations of Civil Service Commission, such term or provision of this Agreement shall continue in effect only to the extent permitted by such law, provided that such term or provision or parts of such term or provision cannot be amended to be applicable and valid under said Federal, State, or Local Law or Ordinance, or rule or regulation of the Civil Service Commission. If at any time thereafter such term or provision is no longer in conflict with any of the aforementioned laws, ordinances, or rules or regulations, such term or provisions as originally embodied in the Agreement shall be restored in full force and effect. If any term or provision of the Agreement, it or becomes invalid or unenforceable during the life of this Agreement, such invalidity or unenforceability shall not effect or impair any other term or provision of this Agreement. If the parties are unable to agree as to whether or not any term or provision hereof is in contravention of any such law, ordinances or rules and regulations, the provisions hereof involved shall remain in effect until the disputed matter is settled by the Court or other authority having jurisdiction in the matter.

If any Article or Section of this Agreement is held to be unenforceable or unlawful by a court of jurisdiction or a tribunal having jurisdiction over the parties, the parties agree to meet within ten (10) to thirty (30) days of said decision to resolve the issue.

**ARTICLE 27**  
**LONGEVITY FOR THE ROAD DEPARTMENT**

Section 1.

- A. The Township shall continue to pay longevity to full-time employees as follows:

<u>Years of Service</u>	<u>Annual Longevity Compensation</u>
Completion of three (3) full years of service but less than five (5) years	\$286.00
Completion of five (5) full years of service but less than ten (10) years	\$440.00
Completion of ten (10) full years of service but less than fifteen (15) years	\$600.00
Completion of fifteen (15) full years of service but less than twenty (20) years	\$750.00
Completion of twenty (20) full years of service or more	\$950.00

- B. The number of years of longevity, i.e., the number of years continuous employment, shall be counted from the date the employee was last hired by the Township and shall not include any years of service prior to the date he started his present employment with the Township, and shall not be reduced by any approved leave, vacation leave or approved sick leave taken by him.

**ARTICLE 28**  
**HEALTH AND LIFE INSURANCE**

Section 1.

- A. The Employer agrees to pay 95% of the health/medical plan for the Road Department employees and their dependents, and then move to what the Fire Department agrees to during their 2014 negotiations.

Section 2.

- A. For the life of the contract, the Township agrees to maintain the same medical and life insurance that the employees presently have.

Section 3.

The Township will provide an employee and his family eye care benefits as follows:

- A. One eye examination up to \$25 and one set of lens up to \$65 each year
- B. One set of frames every two (2) years up to \$60 a set

The Township will pay up to the maximum amount of glasses for contact lenses if contact lenses are not for cosmetic reasons.

The Employee must pay the invoice and bring the receipt to the Road Superintendent for approval. The Superintendent will turn in a voucher for payment to employees.

The Union agrees to meet with the Fire Department and the Township Trustees to negotiate the Health and Life Insurance in December of 2008. The Road Department's insurance stays as it is until December of 2008.

Section 4.

Should the Township go to self-insurance and fail to keep any single bill within terms of thirty (30) days, the Township agrees to purchase insurance with a carrier with equal or better benefits that provides solely carrier paid benefits.

**ARTICLE 29**  
**WAGES**

Effective January 11, 2014, Employees covered by this agreement will receive a two and one-half (2 ½) wage increase. The following reflect the wages for the term of this agreement:

Road Crew Group Leader	\$21.27
Road Crew	\$20.22

On January 11, 2016, the employees will receive a five-hundred dollar (\$500.00) signing bonus.

**ARTICLE 30**  
**UNIFORMS FOR THE ROAD DEPARTMENT**

Each employee will be reimbursed up to \$500.00 per year for work clothes. Employees will be allowed to wear shorts on the job.

Employee will receive up to \$125.00 reimbursement for one (1) pair of work shoes with a receipt per year.

Reimbursements will be made to the employee within one (1) week after the Township receives the receipts.

**ARTICLE 31**  
**PART-TIME PEOPLE**

Part time people may be used to assist and supplement the Road Department for the efficiency of Township services. At least one (1) Trustee will meet with the Road Department employees or their designated representative and mutually agree to the necessity of part-time people.

**ARTICLE 32**  
**EDUCATIONAL BENEFITS FOR THE TOWNSHIP ROAD CREW**

The Township will pay for job related courses at a qualified school. The employee must present a certificate of satisfactory completion of the course or the employee will reimburse the Township for all expenses of the schooling.

Schooling will not be on Township time unless time is granted by a majority of the Trustees in writing.

**ARTICLE 33**  
**DRUG FREE WORKPLACE**

All parties agree to abide by the content of the current Departmental Policy regarding Drug Free Workplace, and all associated detection, testing and consequences therein.

**ARTICLE 34**  
**EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Section 1. The Employer will establish and Employee Assistance Program for all employees who may require assistance with problems of a personal nature, which program shall be subject to the following conditions:

1. Prior to the implementation of the program a detailed cost of services, methods, and procedures will be agreed upon between the union and the employer with respect to all aspects of the program. No new or additional services, methods and/or procedures will be implemented without the agreement of both the employees and the employer.
2. Participation in the Employee Assistance Program will be voluntary, and no employee will be ordered, coerced, or in any way intimidated or influenced in order to require the employee to utilize the services in connection with the program. This does not preclude offering this program in disciplinary proceedings.
3. Any information or communication whatsoever relating to the employee's participation in the program, or obtained as a result of an employee's participation in the program, or in connections with the use of the program, shall be kept in strict confidence, and no such information shall be disclosed in any proceedings involving the employee or between the parties without the consent of the employee involved.
4. No Employer's representative, supervisor, or officer shall have access to any information whatsoever relating to an employee's participation in the program, or obtained as a result of or during the course of an employee's participation in the program, or in connection with the use of the program.
5. Any person who provides advice counsel or any other services in connection with the program shall not be a competent or compellable witness in any proceedings involving the employee or between the parties with respect to any matter relating to or in connection with the program, without the consent of the affected employee.
6. No employee shall be disciplined or adversely affected with respect to any term or condition of employment as a result of his participation in the program or on account of any matter relating to meetings, information, or discussions during the course of his participation in the program or in connection with it.

7. No employee shall be required or ordered to seek advice, counsel, medical, or psychological examinations, counseling or attention by any doctor retained, employed, or recommended by the EAP Committee. No employee shall be intimidated or otherwise adversely affected with respect to any term or condition of employment in order to require him to utilize services set out above, or as a result of his failure to utilize such services.

Section 2. A committee comprised of the Fire Chief, one (1) Trustee, Fire Department Chaplain, Union President, and one (1) physician shall recommend to management further policies which may govern the EAP. The recommendation shall be advisory only. The subject matter which may be included in such recommendation may include but is not limited to:

- a. Drug Abuse
- b. Alcohol Abuse
- c. Critical Incident Stress Debriefing
- d. Immediate Family Loss Counseling
- e. Financial Problems
- f. Stress
- g. Martial Problems
- h. Infectious Disease Exposure

### **ARTICLE 35** **DURATION OF AGREEMENT**

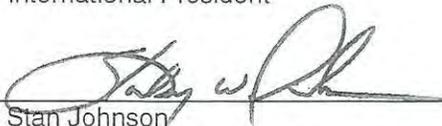
The Agreement shall be effective as of January 11, 2014 and shall remain in full force and effect through January 11, 2017 at 11:59 p.m., and thereafter from year to year unless at least sixty (60) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of the intent to negotiate on any or all of its provisions.

IN WITNESS WHEREOF, the parties have hereunto set their hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

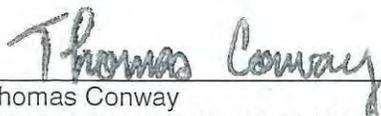
**UNITED STEELWORKERS**



Leo W. Gerard  
International President



Stan Johnson  
International Secretary-Treasurer



Thomas Conway  
International Vice President (Administration)



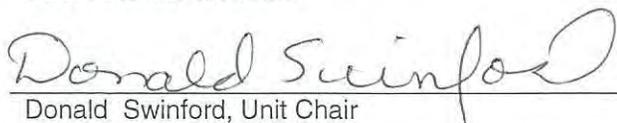
Fred Redmond  
International Vice President (Human Affairs)



David McCall, Director  
USW, District 1



Donald Blatt, Staff Representative  
USW, District 1, Area 3



Donald Swinford, Unit Chair  
USW, Local 9130-8

**MADISON TOWNSHIP TRUSTEES**



Dan Fletcher  
Madison Township Trustee



Kelly Harris  
Madison Township Trustee



Thomas Craft  
Madison Township Trustee