

SPRINGFIELD TOWNSHIP ROAD DEPARTMENT

AGREEMENT

14-MED-03-0252

1538-03

K# 30942

BETWEEN

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION #377



2014 JUN 21 PM 4: 14

STATE EMPLOYMENT
RELATIONS BOARD

AND

SPRINGFIELD TOWNSHIP BOARD OF TRUSTEES

SERB MEDIATION CASE #06-MED-06-0772
EFFECTIVE UPON EXECUTION BY THE PARTIES THROUGH

JUNE 1, 2014 THROUGH MAY 31, 2017

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ARTICLE I
AGREEMENT

This Agreement by and between The Springfield Township Trustees, hereinafter referred to as the "Employer" and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union 377 hereinafter referred to as the "Union", is established for the purpose of defining an understanding governing wages, hours, and terms and conditions for those employees included in the bargaining unit defined herein.

ARTICLE II
UNION RECOGNITION

SECTION 2.1 The Township recognizes the Union as the exclusive certified bargaining representative of all employees employed in the job classifications certified as the Bargaining Unit by the State Employment Relations Board in Case No. 06-REP-01-0014 as follows:

INCLUDED: All full-time and regular part-time employees of the Road Department, including the Road Superintendent, the Assistant Road Superintendent, and Township secretary.

EXCLUDED: All other employees of the Employer.

SECTION 2.2 If, during the term of this contract, the Township establishes non-Bargaining Unit supervisory job classifications or additional non-bargaining employment positions written notice of the same shall be provided to the Union so that interested Union members may make application for and/or submit resumes for said positions.

SECTION 2.3 If a disagreement arises between the Township and the Union as to whether a position belongs in the Bargaining Unit, the parties will discuss the issue. If the parties are unable to reach an agreement on the issue, they shall file a petition with SERB requesting Unit Clarification determination. This Section establishes mutual consent under O.A.C. Section 4117-5-01 (E) (2).

SECTION 2.4 Save for an emergency situation, as defined under this Agreement, non-bargaining unit employees shall not perform any bargaining unit work, i.e., with the exception of seasonal/casual employees consistent with past practice.

ARTICLE III
UNION SECURITY

SECTION 3.1 All present employees who are members of the Local Union on the effective date of this Agreement shall either remain members of the Local Union in good standing as a condition of employment or pay a fair share in accordance with State Law as a condition of employment. All such employees hired on or after its effective date shall become and remain members in good standing on the thirty-first (31st) day following the beginning of

their employment as a condition of employment or pay a fair share fee in accordance with State Law on the thirty-first (31st) day following the beginning of their employment as a condition of employment.

SECTION 3.2 The Employer agrees to deduct regular Union dues from the pay of any employee in the bargaining unit upon receiving written authorization signed individually by the employee. The signed payroll deduction authorization form provided by the Union must be presented to the Employer by the employee or Steward, with one copy for each of the following; the Employer, the Union and the employee. Upon receipt of the proper authorization form, the Employer, shall deduct Union dues from the payroll of each employee as billed by the Union and remitted within the first ten (10) days of the month following such deductions.

SECTION 3.3 The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deduction made by the Employer pursuant to this Article.

SECTION 3.4 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 IV **PROBATIONARY PERIOD**

SECTION 4.1 Each newly hired employee shall serve a probationary period of six (6) months during which the Township may discharge the employee without cause or explanation of the reasons thereof. Neither the employee nor the Union shall have recourse to the grievance procedure.

ARTICLE V **CASE OF EMERGENCY CLAUSE**

SECTION 5.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Mahoning County Commissioners, the Mahoning County Sheriff, or the federal or state legislature, such acts of God and civil disorder, the following conditions of this Agreement shall be automatically suspended:

- A. Time limits for the Employer or the Union's replies or filing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of all employees. The foregoing notwithstanding, the provisions in the

Agreement relating to overtime compensation and assignment shall remain in full force and effect during the emergency.

SECTION 5.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the procedure in which they (the grievance(s)) had progressed.

ARTICLE VI
CONTINGENCIES UNFORSEEN

SECTION 6.1 It is agreed that in the event issues arise with respect to wages, hours, terms and other conditions of employment that are not covered by this Agreement, the parties agree to negotiate in good faith at reasonable times and places with the intention of resolving any such issues.

ARTICLE VII
SEVERABILITY

SECTION 7.1 If any provision of this Agreement is found to be unlawful by any court of law, that provision will be automatically terminated, but all other provisions of the Agreement will continue in full force and effect.

SECTION 7.2 The parties agree to immediately reopen negotiations for the purpose of negotiating lawful alternative language for any provisions found to be unlawful as provided by O.R.C. 4117.

ARTICLE VIII
DISCIPLINE AND DISCHARGES

SECTION 8.1 This procedure shall apply to all non-probationary Bargaining Unit employees. Disciplinary action may be imposed upon an employee only for just cause and shall be progressive in nature unless the alleged offense is of an extremely egregious nature. Discipline is meant to be corrective and not punitive.

SECTION 8.2 If the Employer has reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public. The Road Department Superintendent shall not be responsible for the imposition of employee discipline. The specific act(s) for which discipline is being considered and/or imposed shall be specified in writing in the Notice of Pending Disciplinary Action to the employee. The notice shall contain a reference to dates, times and places if possible. Where the Employer seeks as a penalty the imposition of a suspension without pay, demotion, reduction in rank and/or termination, the Notice of Pre-Disciplinary Meeting shall be served on the employee a minimum of five (5) days and a maximum of ten (10) days prior to the Pre-Disciplinary Meeting. The parties may extend this five (5) day to ten (10) day notice of Pre-Disciplinary Meeting by mutual consent. The Notice of Pre-Disciplinary Meeting shall be accompanied by a written statement that includes:

- A. The date and time of the pre-disciplinary meeting;

- B. The employee has a right to object by filing a grievance within the time limits set out in the Grievance and Arbitration Procedure of this Agreement after receipt of the Notice of Pending Disciplinary Action;
- C. The grievance procedure provides for a hearing by an independent arbitrator as its final step; and,
- D. The employee is entitled to representation.

SECTION 8.3 An employee may be suspended with pay at any time during the disciplinary procedure at the sole discretion of the Employer.

SECTION 8.4 Records of disciplinary action shall cease to have force and effect to be considered in the future discipline matters according to the following schedule:

Instruction and Cautioning	Six (6) Months
Written Warning	Twelve (12) Months
Suspension	Twenty-Four (24) Months

SECTION 8.5 All suspensions pertaining to work days may be satisfied by an employee giving up unused vacation days or other unused paid days off. The Employer shall make the final determination with regard to such request.

SECTION 8.6 If, in any case, the Employer feels there is just cause for discipline, the employee and his Steward will be notified in writing that the employee may be disciplined and must follow all rules contained herein.

SECTION 8.7 Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with restoration of all other rights and conditions of employment in accordance with any appeal binding resolution.

SECTION 8.8 No disciplinary action will be taken against any employee because of an anonymous complaint or until an investigation of such complaint is made.

ARTICLE IX

GRIEVANCE COMMITTEE

SECTION 9.1 The Employees selected, as Stewards shall constitute the Union Grievance Committee. The Committee shall meet amongst themselves from time-to-time during non-work hours 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 the Township.

ARTICLE X
GRIEVANCE AND ARBITRATION

SECTION 10.1 Any grievance or dispute which may arise between the parties regarding the application, meaning, or interpretation of this Contract, shall be settled in the following manner:

Step 1. Within twenty (20) calendar days after the knowledge of the occurrence, or the occurrence of the incident, which is the subject of the grievance, the aggrieved will reduce the grievance to writing on a form provided by the Union. The grievance must be filed with the aggrieved Supervisor/Department Head. Within twenty (20) calendar days after the grievance is filed, the Supervisor/Department Head will conduct a meeting with the aggrieved and the Steward to discuss the grievance and attempt to resolve it. Within twenty (20) calendar days following this meeting, the Supervisor/Department Head will state the decision in writing on the grievance form and provide a copy to the aggrieved and Steward. The failure of the aggrieved or the Union to appeal any decision to the next step within twenty (20) calendar days of receipt to the Supervisor/Department Head's decision or within twenty (20) calendar days of when the decision was due shall constitute a waiver of the right of further appeal. In the event the Supervisor/Department Head failed to respond in writing to the aggrieved and Steward within the twenty (20) calendar days following this meeting the grievance shall automatically be moved to the next step.

Step 2. In the event that the aggrieved is not satisfied with the disposition of the grievance at Step 1, the aggrieved or the Union may, within twenty (20) calendar days of receipt of such decision, forward the grievance to the Board of Township Trustees. The Board of Township Trustees, or their designee, the Supervisor/Department Head involved, the employee and the Union's Business Representative or their designee shall, within twenty (20) calendar days after the grievance has been filed with the Board of Township Trustees, make arrangements to meet to discuss the grievance. The Board of Township Trustees or their designee shall answer the grievance within twenty (20) calendar days after the meeting has been held by giving a copy of the answer to the employee and to the Union Steward and by mailing a copy to the Union's Business Representative or his designee. In the event the Board of Township Trustees or their designee the Supervisor/Department Head fails to respond in writing to the aggrieved, Steward and Union within the twenty (20) calendar days following this meeting the grievance shall automatically be moved to the next step.

Step 3. If the employee decides to arbitrate the Trustees decision, the written notice to arbitrate must be sent to the Trustees within thirty (30) days of their decision. In the event the Union requests arbitration of a grievance as set forth above, representatives of the Union and the Employer shall attempt to mutually agree upon the selection of an arbitrator. Failing agreement, the Union shall have the

right to request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Any panel of arbitrators submitted by FMCS shall be limited to labor arbitrators who maintain an office in either Northeastern Ohio or Western Pennsylvania. Each party shall have the right to reject one (1) panel of arbitrators. Each shall separately strike any arbitrator on the panel who are unacceptable, and number those who are acceptable in order of preference and the arbitrator will be selected in accordance with FMCS rules. The decision of the arbitrator shall be final and binding upon all parties and the fees and expenses of the arbitrator shall be paid equally by the Union and the Township. 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.

ARTICLE XI
SENIORITY, DEPARTMENTS, AND CLASSIFICATIONS

SECTION 11.1 Seniority is defined as the length of time an employee has been continuously employed by the Township, using the calculations for township service time that is utilized by the Public Employees Retirement System (PERS). An employee shall have no seniority during his probationary period, but upon the successful completion of the probationary period, seniority shall be retroactive to the employee's date of hire. Seniority shall prevail at all times. A part-time employee, who is hired to a full-time position, shall have his part-time service computed into full-time service using the same calculations of service time that is used by the Public Employees Retirement System (PERS). This calculated time shall be added to the employee's seniority in accordance with this Section.

SECTION 11.2 An employee shall automatically lose all his seniority when one or more of the following occur:

1. The employee resigns, quits, or retires;
2. He is terminated for just cause;
3. He is laid off for a period of time exceeding twenty-four (24) months; or
4. He fails to report to work within ten (10) working days upon receipt of a recall notice sent by the employer.

SECTION 11.3 There shall be one (1) Road Department Superintendent also recognized as an assistant working foreman and a permanent operator. And one Assistant Road Superintendent recognized as assistant working foreman and permanent operator. The Township can add one (1) part-time worker. However, all full-time workers must be working. The pay rate will be \$12.50 per hour with no benefits. The Secretary shall be recognized as a Township secretary and a permanent worker.

SECTION 11.4 Operators shall include:

- A. All snow and ice control truck drivers
- B. Cutter bar, mower, and brush hog operators

- C. Front end loader operators
- D. Backhoe operators
- E. Roller operators
- F. Tar truck operators
- G. Sewer jet truck operators
- H. Motorized wood chipper operators
- I. Welders
- J. Street sweeper operators
- K. Road grater operators
- L. The operators will continue to perform operator tasks which they have historically performed and other assigned tasks relative to their positions.

SECTION 11.5 All job vacancies and new job openings in the bargaining unit will be posted for bid for five (5) working days. All bids shall be awarded by seniority. In the event a senior bargaining unit member is on an approved leave of absence (i.e. Vacation, FMLA, Worker's Compensation, Etc.) they shall automatically be awarded the bid; the next senior bidder shall be temporarily awarded the bid at the highest prevailing rates until the senior member returns to work. Upon their return the senior member shall have the option of taking the bid or remaining in their current position. If no employees bid for the position the Township may hire a new employee for the position.

ARTICLE XII **LAYOFF AND RECALL**

SECTION 12.1 When the Employer determines that a layoff is necessary due to lack of work the Employer shall notify the effected employee(s) at least seven (7) days in advance of the effective date of layoff. The Employer, upon request from the Teamsters, agrees to discuss, with representatives of the Teamsters, the impact of the layoff on Bargaining Unit employees.

SECTION 12.2 Layoffs shall be made in order of Seniority, with the most junior employee to be laid off first, up to the number of employees to be laid off. It is further understood that before any full-time employees are to be laid off, all part-time, seasonal, casual and reserve employees must first be eliminated by seniority.

SECTION 12.3 Employees who are laid off shall be placed on a recall list for a period of sixty (60) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

SECTION 12.4 Notice of recall shall be sent to the employee(s) by registered mail with a copy to the Teamsters. The Employer shall have been deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address of the employee.

SECTION 12.5 The recalled employee shall have ten (10) calendar days following the date of the receipt of the recall notice to notify the Employer of the employee's intention to return to work.

SECTION 12.6 No new employee shall be hired unless all laid off employees are first recalled.

ARTICLE XIII
HOURS OF WORK/OVERTIME/COMPENSATORY TIME

SECTION 13.1 The normal workweek shall be forty (40) hours defined as five (5) consecutive eight (8) hour days from Monday through Friday. The normal workday shall be 7:00 A.M. to 3:00 P.M. The normal workweek for the Secretary shall be thirty-five (35) hours defined as five (5) consecutive seven (7) hour days from Monday through Friday. The normal workday shall be 8:00 A.M. to 3:00 P.M. At any time the Trustees may, at their discretion, increase the normal workweek to forty (40) hours.

SECTION 13.2 Regular hours of work may be interrupted for two (2) paid fifteen (15) minute breaks, one in the A.M. and one in the P.M. A thirty (30) minute paid lunch period on the fly may be taken during the middle of the shift.

SECTION 13.3 All hours actually worked in excess of the normal eight (8) hour workday or the normal forty (40) hour workweek shall be considered overtime and paid at the rate of time and one-half (1 ½). All hours worked on Saturdays shall be considered overtime and paid at the rate of time and one half (1 ½). All hours worked on Sundays shall be considered overtime and paid at the rate of double (2).

SECTION 13.4 Employees called in to work outside the regular work day hours shall be paid a minimum for four (4) hours pay at the appropriate hourly rate of pay or for all hours worked, whichever is greater. This provision will not apply when an employee is called in prior to a scheduled shift where his hours of work about those of his normal shift.

SECTION 13.5 All full-time employees who report to work everyday during the workweek are guaranteed a minimum of forty (40) hours pay for that week. Full-time Secretary who reports to work everyday during the workweek is guaranteed a minimum of thirty-five (35) hours pay for that week. If the Trustees elect to increase the secretary's normal workweek to forty (40) hours the full-time secretary who reports to work everyday during the workweek is guaranteed a minimum of forty (40) hours pay for that week.

SECTION 13.6 All employees, for work performed in excess of eight (8) hours per day, shall be compensated at the employee's election, either at a.) The rate of one and one-half (1 ½) times the employee's regular hourly rate for all overtime, or b.) Compensatory time computed at the same rate to be taken in the future as approved. For the purpose of calculating overtime, work performed shall be defined to include all compensated time, including paid sick leave, vacation leave, compensatory time off, and holidays.

SECTION 13.7 Compensatory time off may be requested by a member to be taken at such times as are consistent with the efficient and effective operation of the department. Compensatory time may be accumulated to a maximum of two hundred (200) hours.

SECTION 13.8 Once per twelve (12) month period an employee may make a written request to convert up to one hundred (100) hours of compensatory time to cash at the current base rate of pay. Such payment will be made within thirty (30) days, contingent on the Township's ability to pay and shall not be unreasonably denied.

ARTICLE XIV
SICK LEAVE

SECTION 14.1- CREDITING OF SICK LEAVE Full-time employees shall earn sick leave at the rate of 4.6 hours for each eighty (80) hours of service.

SECTION 14.2- ACCUMULATION OF SICK LEAVE Unused sick leave for regular full-time employees may be cumulative up to two thousand (2,000) hours.

SECTION 14.3- SICK LEAVE ACCUMULATED DURING AUTHORIZED ABSENCES Employees absent from work on authorized holidays, sick leave, vacation leave, or on special leave of absence with pay, shall continue to accumulate sick leave at the rate prescribed in Section 1 above, except that the period of accumulation shall not exceed six (6) months.

SECTION 14.4- USE OF SICK LEAVE Sick leave may be used only for absence due to personal illness, pregnancy, injury, exposure to contagious diseases which could be communicated to other employees, and pregnancy, illness, injury and death in the employee's immediate family.

SECTION 14.5- DEFINITION OF IMMEDIATE FAMILY Immediate family under this Article includes spouse, father, mother, grandchildren, children, brother, sister, parent-in-law, son/daughter-in-law, stepchildren, stepparents, grandparents, and grandchildren.

SECTION 14.6- NOTIFICATION BY THE EMPLOYEE When an employee is unable to work, he shall notify the Fiscal Officer as soon as possible, but no later than one (1) hour before the time the employee is scheduled to report to work.

SECTION 14.7- EVIDENCE REQUIRED FOR SICK LEAVE USAGE The Supervising Trustee or his designee may request proof of illness or injury if the absence continues for at least three workdays. If the illness or injury continues for more than the required four (4) calendar days, weekly written reports from a physician must be presented if requested by the Supervising Trustee or designee. Any employee fraudulently obtaining sick leave may be suspended or dismissed.

SECTION 14.8- RETURN TO WORK EXAMINATION Upon reasonable suspicion that an employee who has been absent due to personal injury or illness, is disabled from the performance of his duties, or that his return will jeopardize the health or safety of other employees, the Supervising Trustee or his designee may require that employee, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his

return will not jeopardize the health and safety of other employees. Any employee sent by the Supervising Trustee to be examined by a physician will be paid for the required time, including travel.

SECTION 14.9-TRANSFER OF SICK LEAVE CREDIT An employee who transfers from one township position, or from 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 of the Township.

SECTION 14.10- CHARGING OF SICK LEAVE Sick leave shall be charged in minimum units of one (1) hour.

SECTION 14.11- SICK LEAVE CONVERSION Full-time employees, with ten (10) or more years of service, who retire, are disabled, die, or are separated from employment, for reasons other than discharge for cause, may elect at the time of retirement, death, or separation to be paid in case, at the current rate of pay, for any unused sick leave the employee may have accrued. Such pay out shall be determined by the rate of fifty percent (50%) of all unused sick leave, not to exceed a payment of one thousand (1000) hours.

SECTION 14.12- ABUSE OF SICK LEAVE Any proven abuse of sick leave or patterned use of sick leave shall be just and sufficient cause for discipline.

SECTION 14.13- SICK LEAVE ASSISTANCE BANK Employees who have accrued a sick leave balance of five hundred (500) hours shall be permitted to donate zero to forty (40) hours of their sick leave per pay period to be applied to the sick leave bank of an employee who has exhausted his/her sick leave accrual.

SECTION 14.14- NOTIFICATION OF SICK LEAVE ASSISTANCE BANK PARTICIPATION Employees shall notify the Supervising Trustee, in writing, of their intent to participate in the sick leave assistance bank.

SECTION 14.15- Full-time employees shall be eligible for a Sick Leave Bonus under the following schedule.

January 1 through June 30

0 hours of leave = \$100

July 1 through December 31

0 hours of leave = \$100

SECTION 14.16 Those employees eligible for the Sick Leave Bonus shall receive their bonus in the first complete pay period following the end of the six month period as such is defined in Section 15 above.

ARTICLE XV
BEREAVEMENT LEAVE

SECTION 15.1 In cases of death in the immediate family, a full-time employee will be permitted three (3) consecutive working days at regular pay for each day off, provided that one of those days is the day of the funeral. A full-time employee will be permitted one working day off with pay in cases of death of siblings-in-law and grandparents-in-law.

SECTION 15.2 Immediate family includes spouse, father, mother, children, children-in-law, grandchildren, stepparents, brother, sister, parents-in-law, son/daughter-in-law, stepchildren, and grandparents.

ARTICLE XVI
MILITARY LEAVE

SECTION 16.1 The Township and employee will comply with all Federal and State Law concerning the granting of paid/unpaid leave to employees so that they can meet their military obligations.

ARTICLE XVII
VACATIONS

SECTION 17.1 Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

<u>Length of Service</u>	<u>Vacation</u>
After one (1) year	1 week
After two (2) years	2 weeks
After eight (8) years	3 weeks
After thirteen (13) years	4 weeks
After twenty (20) years	5 weeks
After twenty-eight (28) years	6 weeks

All employees currently under another vacation schedule their current (3) weeks vacation until after the point where years of service and vacation leave will coincide with Article 17.

SECTION 17.2 Length of service for this Article shall be the employee's seniority as defined in Article 11, Section 1.

SECTION 17.3 Employees may carry over up to six (6) weeks of vacation leave to be used in the year immediately following the year completed, unless otherwise extended by the Trustees. Employees will be paid for any unused vacation time.

SECTION 17.4 Each year of the contract, each full-time employee shall be given an opportunity to select his vacation preference in January of each year. Initial selections will be made in seniority order. Requests made after the month of January shall be approved on a first-come, first-served basis. Vacation may be taken in increments of one hour or more.

SECTION 17.5 Upon death of a full-time employee, all accrued vacation time (pro-rated to the time of the employee's death) shall be paid to a designated beneficiary; if no beneficiary, paid to the employee's estate.

SECTION 17.6 A full-time employee, who has earned vacation time by reason of being employed in another department, shall be able to transfer his vacation time to this department, should the employee elect to do so.

SECTION 17.7 A full-time employee who leaves the services of the Employer and has unused vacation time, shall have that amount paid in full upon leaving.

SECTION 17.8 A full-time employee hired by the Employer who has earned and accumulated vacation time through employment with the State of Ohio or any other political subdivision of the State of Ohio, within ten (10) years of being hired by the Employer, shall be allowed to transfer PERS time to the Employer.

ARTICLE XVIII **HOLIDAYS**

SECTION 18.1 All full-time employees shall receive the following paid holidays:

New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday of September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday of November
Christmas Day	December 25 th

SECTION 18.2 Employees must work their scheduled day before and after the holiday to be entitled to the holiday pay if the employee is scheduled to work the holiday.

SECTION 18.3 Full-time employees who are scheduled to work on a designated holiday, as defined in Section 1 above, shall receive one and one-half (1 ½) times his regular rate of pay, in addition to receiving his holiday pay allowance. Part-time employees, if included in the Bargaining Unit shall receive time and one-half (1 ½) for all hours worked on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day.

SECTION 18.4 In addition to the holidays above, all full-time employees shall receive three (3) personal days per calendar year. All personal days must be taken in the calendar year in which they are received.

SECTION 18.5 Absent an emergency, and emergency to be proven by the requesting employee, all requests for use of personal days shall be submitted in writing to the Supervision Trustee seven (7) days prior to the date requested. If an emergency arises that prevents the employee from requesting a personal day seven (7) calendar days in advance, operational needs and scheduling may prevent an approval of said request. Such approval shall not be unreasonably denied.

ARTICLE XIV
COURT APPEARANCES

SECTION 19.1 The Employer shall grant court leave with full pay to any employee who:

1. Is summoned for jury duty by a court of competent jurisdiction or,
2. Is subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where the employee is not a party to the action.

SECTION 19.2 Any compensation or reimbursement for jury duty or for court attendance by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted by the employee to the Fiscal Officer for transmittal to the Employer.

SECTION 19.3 Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party may be granted vacation time or leave of absence without pay. Such instances would include, but not limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as apparent or guardian of juveniles.

SECTION 19.4 An employee who is the appellant in any action before any Commission, Arbitrator, hearing officer, or SERB action, and is in active pay status at the time of a scheduled hearing before the board shall be granted court leave with full pay for purposes of attending the hearing.

SECTION 19.5 Employees appearing in court on behalf of the Employer when not on duty shall be paid a minimum of three (3) hours, or actual hours worked, whichever is greater. Payment shall be at the appropriate rate.

ARTICLE XX
NO STRIKE CLAUSE

SECTION 20.1 The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- a. During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction, or assist in a strike or slowdown which affects the Employer or his operations.

- b. During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees.

SECTION 20.2 Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes. The Employer shall hold the Union harmless for employee actions described herein provided the Union abides to Section 1 of this Article.

ARTICLE XXI
NON-DISCRIMINATION

SECTION 21.1 The Employer and the Union agree not to interfere with the rights of employees to become members of the Union or refrain from membership in the Union and there shall be no discrimination, interference, restraint, or coercion by the Employer/representative or the Union against any employee because of Union membership or non-membership or because of any legal employee activity or representation in an official capacity on behalf of the Union.

SECTION 21.2 All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

SECTION 21.3 The Employer agrees not to unlawfully discriminate against any individual with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age or handicap. Additionally, the Employer will not limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, or age. The Employer would agree to make reasonable effort to accommodate an employee's handicap giving consideration to the job duties involved.

ARTICLE XXII
PROTECTION OF RIGHTS

SECTION 22.1 It shall not be violation of this Agreement and it shall not be cause for discipline in the event an employee does not enter upon any property involved in a primary labor dispute or does not go through or work behind any primary picket line, including picket lines at the Employer's place of business the employees shall notify the Employer as soon as reasonably possible of the situation.

ARTICLE XXIII
WAGES

SECTION 23.1 Effective June 1, 2014 the wage rates shall be as follows:

a. Road Superintendent	\$24.23
b. Assistant Road Superintendent	\$21.61
c. Secretary	\$13.00
d. Laborer	\$13.00

SECTION 23.2 Effective June 1, 2015 the wage rates shall be as follows:

- a. Road Superintendent \$24.71
- b. Assistant Road Superintendent \$22.04
- c. Secretary \$13.26
- d. Laborer \$13.00

SECTION 23.3 Effective June 1, 2016 the wage rates shall be as follows:

- a. Road Superintendent \$25.20
- b. Assistant Road Superintendent \$22.48
- c. Secretary \$13.53
- d. Laborer \$13.00

If the Township hires a Laborer then he will start at thirteen dollars (\$13.00) for one year, then fall into the appropriate wage increase for the following years.

SECTION 23.4 The wage rates above reflect compensation levels that include all classification proficiencies possessed by employees at the time of this Agreement's execution.

SECTION 23.5 Full-time employees shall be paid by separate check in the first pay period in November; payment for their longevity based upon their Article 11 Seniority as follows:

<u>Completed Years of Service</u>	<u>Amount</u>
5-9 Years	\$200.00
10-14 Years	\$350.00
15-19 Years	\$500.00
20+ Years	\$650.00
25 Years and over	\$55.00 a year

SECTION 23.6 The compensation of employees who are members of the Ohio Public Employees Retirement System (OPERS) shall be reduced by the full amount of the employee's contribution required by the pension board. This amount shall be paid by the Employer to the pension board on behalf of the employees. The amount paid on behalf of the employee shall be added to the salary when calculating pensions and other benefits, and is subject to Township income tax, if it becomes applicable.

SECTION 23.7 Employees shall receive \$8.00 per hour for all hours they are required to be "on call".

SECTION 23.8 Employees suffering damage to their personal property while in the service of the Employer will be reimbursed by the Employer to replace that property.

SECTION 23.9 Employees required to use their own vehicle in the service of the Employer will be reimbursed by the Employer at the mileage rate established by the Internal Revenue Service.

SECTION 23.10 Employees temporarily assigned to work in a lower job classification will continue to receive their regular rate of pay. Employees temporarily assigned to work in a higher job classification will receive the rate of pay for that classification for all hours worked in that classification.

SECTION 23.11 Employees operating Township vehicles without damage and without an at fault accident during the period from December 1st through November 30th of each year shall receive a Safe Driving Bonus of one hundred dollars (\$100.00) in the first pay of December.

SECTION 23.12 If required by the Trustees, employees carrying personal cell phones to conduct Township business will be reimbursed fifty dollars (\$50.00) per month by the Township. To receive this stipend, the employee must provide the Trustees, in writing, his cell phone number.

ARTICLE XXIV HOSPITALIZATION/BENEFITS

SECTION 24.1 The Township will provide and pay the full premium on behalf of each full-time employee for hospitalization, medical, dental and eyeglasses. The minimum coverage shall be that in effect as of June 26, 2006. During the term of this Agreement the Employer shall have the option of creating an Employee Health Savings Account (HSA) or equivalent plan provided the coverage and cost to employees in Network are at comparable levels. Coverage under the current plan and the HSA plan are attached to this Agreement as Appendix A.

SECTION 24.2 Prescription co-pays shall be \$10.00 GENERIC, \$20.00 TIER TWO and \$30.00 TIER THREE, with a mandatory generic enforcement component. If a TIER TWO or TIER THREE drug is chosen, by the employee, over the generic, the cost will be the TIERED drug co-pay plus the difference in cost between the TIERED drug and the generic drug. If a brand name is specifically prescribed for medical reasons, or a generic is unavailable at the time, then the TIERED co-pay shall apply.

SECTION 24.3 Insurance coverage shall also be provided for the surviving spouse or eligible children of a deceased employee for a period of three (3) months after death.

SECTION 24.4 The Township will provide and pay the full premium for all full-time employees for a life insurance policy in the face value of twenty-five thousand dollars (\$25,000.00)

SECTION 24.5 The Employer will provide a sickness/accident policy in the amount of five hundred dollars (\$500.00) per month for each full-time employee.

ARTICLE XXV
HEALTH AND SAFETY

SECTION 25.1- TOWNSHIP DUTIES The Township 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 employee. 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 Township. Employees are responsible for proper utilization of safety equipment for immediately reporting any unsafe conditions or practices and for properly using and caring for all tools and equipment furnished by the Township. Effective January 2011, the Township shall pay all employees, excluding Secretary, in the first pay period of January a hazardous duty bonus of seven hundred twenty-five (\$725.00) dollars.

SECTION 25.2 When an 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. The employee shall not operate said equipment until directed to do so by the Supervisor after an investigation and inspection by a mechanic shows the equipment to be safe.

SECTION 25.3 The Township shall provide for each new employee and replace, for normal wear and tear, for each current employee the following safety equipment:

- a. Boots-knee length construction type
- b. Boots- leather driving/work type
- c. Rubber gloves
- d. Fluorescent vest
- e. Hard hat
- f. Work gloves
- g. Eye and Ear protection

SECTION 25.4 The Employer shall provide a portable two (2) way radio to all employees at all times employees are on the clock for safety reasons.

ARTICLE XXVI
MANAGEMENT RIGHTS

SECTION 26.1 The Union recognizes those rights that are established as management rights enumerated as follows:

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 service, its 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 the 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 action to carry out the mission of the public employer as a governmental unit; and;
10. Promulgate and enforce reasonable work rules.

SECTION 26.2 The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit, except as they affect wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of any existing provision of a Collective Bargaining Agreement provided this right has not been abridged by any portion of this Agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the Collective Bargaining Agreement.

ARTICLE XXVII STEWARDS

SECTION 27.1 The Trustees recognize the right of the Union to appoint one (1) Job Steward and in their absence one (1) alternate per shift. The authority of the Job Stewards and Alternates shall be limited to, and not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of this Agreement.
- b. The transmission of information and messages which originate with, and are authorized by the Local Union or its officers.

SECTION 27.2 Stewards and/or Alternates have no authority to take strike action, or any other action interrupting the Trustee's business.

SECTION 27.3 The investigation and writing of grievances shall be on non-work time (e.g. scheduled breaks, lunch periods, etc.). If grievance hearing or Employer scheduled meetings are conducted during an employee's regular work hours, the employee shall not suffer any loss of pay while attending the hearing in the capacity of the Union.

ARTICLE XXVIII CDL ALLOWANCE

SECTION 28.1 Effective January 2012 the Township shall pay all employees who are required by the Township to maintain a CDL in the first pay period of January a CDL allowance bonus of six hundred (\$600.00) dollars for all costs pertaining to obtaining and maintaining a CDL license.

ARTICLE XXIX
UNIFORM ALLOWANCE

SECTION 29.1 Full-time employees, excluding Secretary, shall receive a uniform allowance in the amount of seven (\$700.00) hundred dollars effective July 1, 2006. Said uniform allowance will be issued by check in the pay period closest to July 1 in each calendar year.

ARTICLE XXX
ALCOHOL AND DRUG TESTING POLICY

SECTION 30.1 The Township will follow all DOT test requirements for all employees.

SECTION 30.2 The term "illegal drug usage" includes the use of cannabis or any controlled substance which is not been legally prescribed and/or dispensed.

SECTION 30.3 The Employer shall encourage and refer any employee who has tested positive or who may show signs of dependency to drug counseling, employee assistance, rehabilitation and other drug and alcohol abuse treatment programs. All employees who test positive for the first time under this agreement shall not be disciplined unless they do not complete the required treatment as prescribed by a qualified assessment officer.

SECTION 30.4 Any discipline or adverse action imposed by the employer as a result of a second positive test of this Drug and Alcohol Policy, including the results of chemical testing, shall be subject to the Grievance and Arbitration Procedures as provided in the Collective Bargaining Agreement.

SECTION 30.5 The Employer shall pay all testing required by this procedure. In the event of a positive test the first two (2) test shall be paid by the employer any additional tests of the original specimen desired by the employee shall be at his or her own expense, and done at a lab of his/her choice other than the lab used by the Employer.

SECTION 30.6 Employee confidentiality shall be maintained.

ARTICLE XXXI
SERVICE CONNECTED INJURY LEAVE

SECTION 31.1 In the event of a service connected injury or illness incurred in the active discharge of duty, a full-time employee shall receive full pay for a period of time not to exceed one hundred eighty (180) calendar days from the date of injury. The Employer may grant additional injury leave on a case-by-case basis for such additional period of time as the injury may warrant.

Upon approval of the injury claim by Worker's Compensation, the employee shall pay to the Employer all income benefits paid by Worker's Compensation for the period of time during which the employee received full pay.

SECTION 31.2 To apply for benefits under Section 1, written application shall be made to the Employer, accompanied by a certificate from a registered physician stating that the employee is unable to work and such disability is a result of or is connected with the work duties of such employee. It shall be the duty of the Employer to approve or reject the application, and in doing so, he may require an examination by a registered physician of his selection. Said examination shall be paid for by the Employer. Approval of such injury leave request shall not be unreasonably denied.

SECTION 31.3 An Employee, who has made application to the Employer for benefits under this Article, shall first make application for Worker's Compensation benefits. The employee must also complete an Injury-on-Duty report and reimbursement agreement with the Employer as soon as possible following the injury.

SECTION 31.4 In the event such Injury-on-Duty is disallowed by the Bureau of Worker's Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave, or at the employee's option, the benefits shall be repaid in cash, vacation leave, and/or any paid leave. If the employee does not have accumulated sick leave or accumulated vacation leave to cover all or part of the time off, up to and including the date the claim is disallowed, then any monies paid to the employee by the Employer under this Article, shall be repaid by the employee to the Employer under agreed upon and reasonable terms.

ARTICLE XXXII **LEAVE OF ABSENCE**

SECTION 32.1 The Township may grant temporary leave without pay for a period not to exceed sixty (60) days per calendar year upon request in writing of an employee and for good cause shown without loss of benefits and such request will not be unreasonably denied.

SECTION 32.2 An employee who is unable to work due to sickness, injury, or illness, which has exhausted all available leave shall be granted leave, without pay for up to one (1) year if requested in writing. When an employee who has been granted leave is approved by the Trustees as being physically and mentally able to perform his duties, he shall be returned to his/her former position with his/her seniority as of the date the leave was granted.

ARTICLE XXXIII **MAINTENANCE OF STANDARDS**

SECTION 33.1 To the extent this Agreement does not otherwise set out specific terms or conditions of employment or otherwise expressly reserve to one or both parties hereto, the right to establish or modify terms or conditions, the Employer agrees that it shall maintain the present highest minimum standard as set forth in the current policy. The Employer also agrees to negotiate all mandatory subjects of bargaining and shall not change such without first notifying and bargaining with the Union.

ARTICLE XXXIV
ACKNOWLEDGMENT

SECTION 34.1 The Union will type all Agreements and provide enough originals for each party to have a signed original and copies for each member. The Employer will furnish a copy to SERB's Research and Training Division on a timely basis.

SECTION 34.2 **Bulletin Board and Locking File Cabinet** The Township agrees to provide a bulletin board for Union notices and a locking file cabinet.

ARTICLE XXXV
TAKE HOME VEHICLE

SECTION 35.1 The Employer will provide the Road Superintendent with a take home vehicle. The Employer may exercise an option to provide any other Road Department employees with a take home vehicle. No Springfield Township Road Department employee living outside the outer boundaries of Springfield Township (Mahoning County) will be permitted to have a take home vehicle. It is understood any take home vehicle assigned shall be used exclusively for Township purposes.

ARTICLE XXXVI
PERSONNEL FILES

SECTION 36.1 An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file and may have a representative of Teamsters Local #377 present when reviewing his file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

SECTION 36.2 All reviews will be conducted on the premises of the Employer during the Employer's normal business hours.

SECTION 36.3 An employee may provide written authorization for an individual, other than said employee, to be granted permission to review said employee's file in accordance with this Article.

SECTION 36.4 Any non-employee of the Employer, reviewing a personnel file must sign the jacket of the file giving the individual's name, organization if applicable, date and time of review, and duration of review.

SECTION 36.5 Employee personnel files shall include but may not be limited to individual employment data, payroll information, work time schedules, records of additions or deductions paid, application forms, records pertaining to hiring, promotion, demotion, transfer, layoff, and termination.

SECTION 36.6 If a Bargaining Unit member has reason to believe there are inaccuracies in documents contained in the personnel file, the employee may write a memorandum or letter explaining his position, and have the letter or memo attached to the documents in question.

ARTICLE XXXVII
DURATION

SECTION 37.1 The parties agree that this Agreement shall take effect at 12:01 A.M. on June 1, 2014 and continue in effect until 12:00 midnight on May 31, 2017. It is specifically understood and agreed that an existing agreement between the Union and the Employer, entered into June 1, 2014, shall remain in effect until 12:00 midnight on May 31, 2017, at which time that existing contract shall expire and this agreement becomes effective.

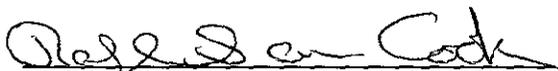
SECTION 37.2 This Agreement represents the complete Agreement on all matters currently subject to collective bargaining between the Springfield Township Trustees and Teamsters Local #377. Except as otherwise noted herein, the Agreement shall become effective upon execution by the parties and shall remain in full force and effect through May 31, 2017.

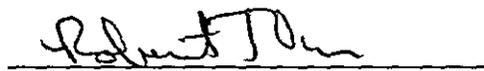
SECTION 37.3 If either party desires to make changes in this Agreement for a period subsequent to May 31, 2017, notice of such desire shall be served upon the other party a minimum of ninety (90) calendar days prior to expiration of this Agreement. If such notice is given, this current Agreement shall remain in full force and effect until the parties reach agreement on a new Collective Bargaining Agreement.

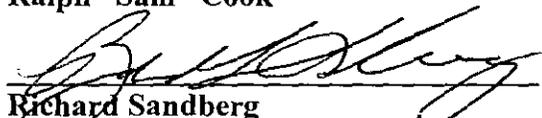
SECTION 37.4 IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be duly executed this 9th day of July, 2014.

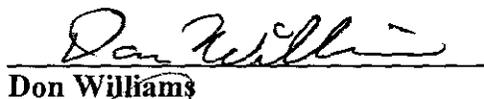
FOR TEAMSTERS LOCAL #377

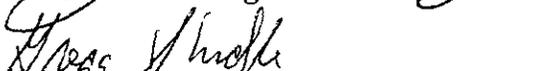
FOR SPRINGFIELD TOWNSHIP


Ralph "Sam" Cook

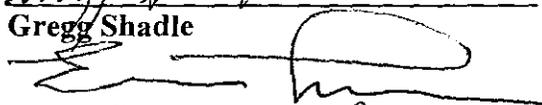

Robert Orr

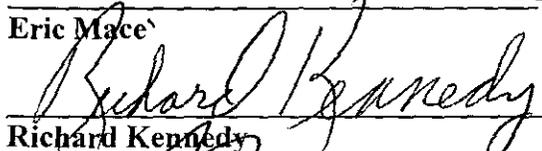

Richard Sandberg

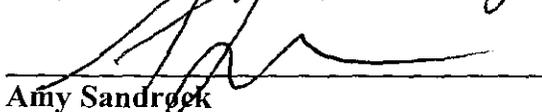

Don Williams


Gregg Shadle


Rich Jones


Eric Mace


Richard Kennedy


Amy Sandrock