

STATE EMPLOYMENT  
RELATIONS BOARD

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2014-MED-04-0602

2356-03

K# 30865

**AGREEMENT**

**BETWEEN**

**HUBBARD TOWNSHIP, OHIO**

**AND**

**TEAMSTERS LOCAL # 377**



**JUNE 30, 2014 THROUGH JUNE 29, 2017**

# TABLE OF CONTENTS

ARTICLE I	PREAMBLE	PG. 1
ARTICLE II	PURPOSE AND SCOPE	PG. 1
ARTICLE III	MANAGEMENT RIGHTS	PG. 3
ARTICLE IV	DUES, DEDUCTION AND UNION ACTIVITY	PG. 4
ARTICLE V	CLASSIFICATIONS, VACANCIES PROMOTIONS	PG. 6
ARTICLE VI	BENEFITS	PG. 7
ARTICLE VII	PERSONNEL POLICIES & PROCEDURES: DISCIPLINE	PG. 15
ARTICLE VIII	GRIEVANCE PROCEDURE	PG. 20
ARTICLE IX	WORKING CONDITIONS	PG. 23
ARTICLE X	CONFORMITY TO LAW & SEPARABILITY	PG. 24
ARTICLE XI	TOTAL AGREEMENT, HEADING GENDERS, NEGOTIATION, & IMPLEMENTATION	PG. 25
	SIGNATURE PAGE	PG. 26

**ARTICLE I.**

**PREAMBLE**

1.1 This Agreement is made and entered into by and between the Township of Hubbard, Ohio, acting by and through its Board of Township Trustees, and hereinafter referred to as the "Township"; and the International Brotherhood of Chauffeurs, Teamsters, Warehousemen and Helpers, Local # 377, hereinafter referred to as the "Union".

1.2 **Term of Agreement**

This Agreement shall be effective on the first day of June 30, 2014, and shall expire on the thirtieth day of June, 2017.

**ARTICLE II.**

**PURPOSE AND SCOPE**

2.1 **Interest in Harmonious Relations**

In an effort to continue harmonious and cooperative relations with its employees, and to ensure the orderly and uninterrupted efficient operations of government, the Township desires to enter into this Agreement reached through collective bargaining which will have for its purpose, among others, the following:

1. To recognize the legitimate interests of the employees to participate through collective bargaining in the determination of the terms and conditions of their employment;
2. To promote fair and reasonable working conditions;
3. To promote individual efficiency and service to the citizens of the Township of Hubbard, Ohio;
4. To avoid the interruption of interference with the efficient operation of the Township's business;
5. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

2.2 **No Lockout – No Strike**

It is being the purpose of the Agreement to promote and to insure harmonious relations, there shall be no interruption or impeding of work, work stoppage, work slow down, strike, or other interference with service, and no lockout during the life of this Agreement.

Toward this end, the Union hereby affirms and agrees that it will not, either directly or indirectly, call, sanction, encourage, finance, or assist in any way, nor shall any

employee instigate or participate in, either directly or indirectly, any strike, slow down, walk out, stoppage of work, or other concerted interference with or the withholding of services from the Township.

If any violation of this section occurs, the Union shall immediately notify all employees that the strike, slow down, stoppage of work, or other concerted interference with, or the withholding of services from, the Township is prohibited and not sanctioned by the Union, and order all employees to immediately return to work.

Any violation of this section shall be sufficient grounds for immediate discharge or other disciplinary action to be taken against the employees so participating, and the measure of discipline shall be determined by the Township. No discipline shall be imposed until the Union has first had the opportunity to notify employees to return to work.

### **2.3 Bargaining Unit Defined**

The bargaining unit shall be defined as follows: ALL FULL TIME ROAD DEPARTMENT EMPLOYEES AND MECHANICAL REPAIR DEPARTMENT EMPLOYEES OF HUBBARD TOWNSHIP, OHIO including (1) Mechanical repair employees, and (2) Road Maintenance Workers.

The above shall exclude all management, confidential, supervisory, part-time, seasonal, temporary, and probationary employees. Further, all other employees of the Township are excluded from the bargaining unit.

### **2.4 Recognition**

The Township recognizes the Union as the sole and exclusive representative for all employees covered by this Agreement as certified by the State Employment Relations Board.

### **2.5 Non Discrimination – Civil Rights**

Both the Township and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws, Fair Employment Practice Acts, and other similar constitutional and statutory provisions. Therefore, both parties hereby reaffirm their commitment, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, health, sex, or political affiliation.

### **2.6 Non Discrimination – Union Membership and Activities**

The Township recognizes the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted union activities. Therefore, the Township agrees that there shall be no discrimination, interference,

restraint, coercion, harassment, or reprisal by the Township against any employee or against any applicant for the employment because of union membership or because of any lawful activity in an official capacity on behalf of the Union.

### **ARTICLE III.**

### **MANAGEMENT RIGHTS**

#### **3.1 Statement of Policy**

The Township retains the right to determine matter of inherent managerial policy. The provisions set forth herein are intended not to limit the rights of management, but only to indicate the type matters or rights which belong to and are inherent to the Employer. The rights of the Township include, but not limited to areas of discretion or policy such as the functions and programs of the Township; the standards of services of the Township; the overall budget of the Township; the utilization of technology by the Township; the organizational structure of the Township; the right to control the premises; the right to make selections and to locate buildings and other facilities in accordance with state law; the right to control the use and status of all facilities, property, equipment, processes, or work; the right to promulgate reasonable personnel policies to establish standard of conduct for employees; the right to discipline, suspend, demote, lay-off, transfer, assign, schedule, establish working hours and work weeks, promote, or discharge for just cause employees; the right to determine the overall mission of the Township as a unit government; the right to contract out for certain services, materials, and labor required by the Township from time to time which the Township cannot itself provide so long as B.U. employers are not displaced nor B.U.-positions eliminated; the right to effectively manage the work force; the right to take all actions necessary to carry out the mission of the public employer as a governmental unit; and the right to effect or change the management or responsibility of the Township's property, nothing done by management under the authority hereof shall be inconsistent with the terms of this Agreement.

In addition to all of the functions, rights, powers, responsibilities, and authority of the Township, in regard to the operation of work and the business of the Township, and the direction of the work force, which have not been herein specifically abridged, deleted, granted, or modified by the expressed and specific written provisions of this Agreement, such functions, rights, powers, responsibilities, and authority are, and shall remain, exclusively those of the Township.

#### **3.2 Limitations**

The Employer and Union expressly agree that casual or seasonal employees shall be permitted to operate Township mowing or plowing equipment subject to the following criteria:

1. In the case of emergency or;
2. After reasonable attempts to contact bargaining unit employees have failed.

The Employer shall maintain a list of qualified casual or seasonal employees who may be called in the event of an emergency or after unsuccessful attempts have been made to contact bargaining unit personnel, for purposes of accomplishing the work to be performed. All bargaining unit employees if qualified will operate equipment before casual or seasonal employees.

#### **ARTICLE IV.**

#### **DUES DEDUCTION AND UNION ACTIVITY**

##### **4.1 Dues Deduction**

In accordance with 4117.09 of the Ohio Revised Code, all bargaining unit employees shall either become dues paying members of the Union, or remit to the union a fair share fee. The amount of dues or fair share shall be certified to the Township by the Union, and the Township shall deduct the same from the employee's pay. The Clerk, upon making the deductions from the pay of the employees, shall then transmit the dues withheld to the Union at the address certified by the union to the Township. Nothing contained herein shall be construed to require any employee to become a member of the Union.

Any newly hired employees in the bargaining unit shall, within thirty (30) days of the date of hire, either elect to become a member of the Union or to remit the fair share fee. The Union agrees to hold the Township harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article, and the Union shall indemnify the Township for any such liabilities or damages that may arise.

The Township shall supply the Union with a list of those employees for whom dues deductions have been made. The check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the union within thirty (30) days from the date of making said deductions. Said check shall be paid over the Union, at 1223 Teamsters Drive, Youngstown, OH 44502. In the event that the employee's pay for the period for which a dues deduction is required is insufficient to cover the amount to be deducted, the Township shall make the deduction from the next pay check, providing that the employee's next check is sufficient to cover the deduction.

##### **4.2 Union Activities and Visitation**

A non-employee representative of the Union shall visit with the employees covered by this Agreement for the purpose of ascertaining whether or not this Agreement is being observed by the parties, and for the purpose of processing grievances in accordance with the grievance procedure. However, visitation by non-employee representatives shall not impede or interfere with the work of the Township or its employees. The Shop Steward shall have the authority to visit employees within his jurisdiction during

reasonable times and for reasonable periods for the purpose of orderly settlement of grievances. The Union shall furnish the Township with a written designation of the Shop Steward, and shall notify the Township of any change.

**4.3 Steward**

The Township shall recognize one Steward for the bargaining unit. The name of the Steward and any Alternate who shall act in the Steward's absence shall be provided to the Township in writing.

**4.4 Procedure for Steward Visitation**

An employee having a grievance as defined in this Agreement shall notify his immediate supervisor, and shall ask said person to contract the Steward or the Union non-employee representative. The Steward may not leave his job assignment until such time as he is permitted by his supervisor, and said permission shall not be unreasonable withheld. A Steward having a grievance in connection with his own work shall ask for the union President to assist him in adjusting his grievance with his supervisor.

**4.5 Visitation by Non-Employee Union Representatives**

Provided that prior approval has been obtained from the supervisor, or his designee, and provided that the non-employee representative is a designee as provided on a list certified in advance by the Union to the Township, such non-employee Union representative may visit with employees covered by this Agreement during regular business hours for the purpose of ascertaining compliance with the terms of this Agreement, and for the purpose of adjusting grievances arising under this Agreement. The Union immediately upon the execution hereof shall provide to the Township a list of authorized non-employee union representatives who may enter the premises of the Township, and the Union shall update the same in a timely fashion.

Upon arrival, the non-employee union representative shall notify the supervisor or his designee. The consent of the supervisor or his designee to permit the visit shall not be unreasonable withheld.

**4.6 Officer and Steward Notification**

The union officers and Steward, upon notification to their supervisor or to the supervisor, shall be allowed a reasonable time to carry out the adjustment of grievances during working hours without a loss of pay. The Union agrees that this privilege shall not be abused. To avoid abuse, the union shall provide, upon request, information regarding the alleged grievance in question to the supervisor.

**ARTICLE V. CLASSIFICATIONS, VACANCIES, PROMOTIONS**

**5.1 Vacancies Defined**

A vacancy is defined as a permanent unfilled position where the Township has created a new position or has increased the number of positions in the current table of organization; or, when an opening occurs in a position at a result of a promotion or termination; and, the Township has determined that filling the position is a priority.

**5.2 Job Openings and Promotions**

When the Township has declared a position vacant, and has decided that such position shall be filled, it shall post notice of same in any manner as it deems most likely to attract the largest number of potential candidates for said position. However, included in any method of posting chosen by the Township shall be a notice placed on the bulletin board designated hereinafter in this Agreement. Any notice shall contain a date indicating the latest time that a bid may be submitted for the opening.

Each bidder shall receive a personal interview in order to determine his qualification.

All applicants will be considered, provided that they meet the minimum qualifications for the position as established by the Township. An applicant who does not meet the minimum qualifications shall not be entitled to an interview, although the Township shall cause notice to issue as to why the Township believes that the applicant does not possess the minimum qualifications. Each qualified applicant will be considered based upon the following criteria:

1. **Seniority**
  - a. If the employee is qualified for the position.
2. **Work Experience**
  - a. Evaluations
  - b. Ability to perform the work of the bid position.
3. **Education**
  - a. Related course work
  - b. Related training
4. **Interview of the Applicant**
5. **Record of Absenteeism**

**5.3 Unsatisfactory Performance**

On a promotional bid, if the employee filling the position is found to be unsatisfactory during the probationary period, he shall be returned to this former classification. A finding of unsatisfactory performance shall be predicated upon the evaluation of the supervisor and the Township trustees. The employee shall not have the right to appeal any such demotion effected because of unsatisfactory performance.

**ARTICLE VI.**

**BENEFITS**

**6.1 Holidays**

Holidays shall be as follows: The first day of January (New Year's Day), the third Monday in January (Martin Luther King Day), the third Monday in February (President's Day), the last Monday of May (Memorial Day), the fourth day of July (Independence Day), the first Monday in September (Labor Day), the fourth Thursday in November (Thanksgiving), the Friday after Thanksgiving, Veteran's day, ½ day Christmas Eve and the twenty-fifth day of December (Christmas Day).

In the event that any of the holidays declared in this section should fall on a Saturday, the Friday immediately preceding said holiday shall be observed as the holiday. In the event that any of the holidays declared in this section should fall on a Sunday, the Monday immediately succeeding the holiday shall be observed as the holiday.

When a holiday enumerated in this section falls during a week in which an employee has scheduled vacation, the employee shall not be charged for vacation leave for such holiday, and the vacation leave which would have been used will remain to the credit of the employee's vacation leave balance.

In the event that an employee is regularly scheduled and works on one of the holidays, he shall be compensated in accordance with the overtime provisions of this Agreement. In order to be paid for a holiday listed in this Section, the employee must work the day before the holiday and the day after the holiday, if scheduled.

In addition to the holidays listed above, each employee in the bargaining unit shall be entitled to three (3) personal holidays per calendar year. This holiday may be taken at the employee's discretion, provided that the supervisor has consented, and such consent shall be unreasonably withheld. This holiday, if not taken within the calendar year, shall be forfeited. An employee shall not be paid for this holiday.

**6.2 Vacations**

Each full-time employee, after service of one (1) year, shall have earned and will be due after the anniversary of his first year of service, forty (40) hours of vacation leave with pay. One (1) year of service shall be computed on the basis of two thousand

eighty (2080) hours in active pay status. Each full-time employee shall be entitled to vacation leave, with pay, annually as follows:

1. One (1) year of service – 40 hours.
2. Two (2) years of service but less than six (6) years of service – 80 hours.
3. Six years of service but less than eleven (11) years of service – 120 hours.
4. Eleven (11) years of service but less than sixteen (16) years of service – 160 hours.
5. Sixteen (16) years of service but less than twenty-one (21) years of service 200 hours.
6. Twenty-one (21) or more years of service – 240 hours.

<u>YEARS OF SERVICE</u>	<u>HOURS</u>	<u>WEEKS</u>
1	40	1
2-5	80	2
6-10	120	3
11-15	160	4
16-20	200	5
21-	240	6

Vacation leave shall accrue as follows for each eighty (80) hours in active pay status.

1. Those entitled to forty (40) hours of vacation leave – 1054 hours.
2. Those entitled to eighty (80) hours of vacation leave – 3.08 hours.
3. Those entitled to one hundred twenty (120) hours of vacation leave – 4.62 hours.
4. Those entitled to one hundred sixty (160) hours of vacation leave – 6.15 hours.
5. Those entitled to two hundred (200) hours of vacation leave – 7.69 hours.
6. Those entitled to two hundred forty (240) hours of vacation leave – 9.23 hours.

This method of accrual shall be utilized for employees on a leave of absence and shall be utilized to determine employee's vacation leave balance in the event of a separation from employment.

Vacation leave shall be taken by the employee within twelve (12) months of its accrual. At his discretion, the supervisor may permit an employee to accumulate and to carry over his vacation leave to the following year. Before the last day of February of each calendar year, the employees in the bargaining unit shall indicate on a form prescribed by the Township their preference as to dates when they shall use their accumulated vacation leave. On or before the first day of April of each calendar year, the Township shall notify employees in the bargaining unit as to when their vacation leave shall be used. A copy of the departmental vacation schedule shall be posted by the supervisor on or before the first day of April of each year. In scheduling vacations, preference shall be given to the employee with greater seniority in the event of a conflict between the preferences of two or more employees. Nothing herein shall be construed to require the Township to grant vacation leave in accordance with the employee's preference. Employees shall be required to take vacation in increments of not less than forty (40) nor more than eighty (80) hours at one time.

In scheduling vacations, the Township shall give due consideration to the staffing needs of the Road Department. An employee's use of vacation shall be contingent upon the employee having to his credit a sufficient number of vacation hours to defray the employee's vacation request. Once an employee has schedule shall not be changed, unless required by the supervisor and under emergency circumstances. This right of the supervisor shall not be abused.

Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess shall be eliminated from the employee's vacation leave balance.

Upon separation, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued but unused vacation leave; provided however, that no payment for accrued but unused vacation leave shall be made to an employee having less than one (1) year of service at the time of his separation.

In the event of the death of an employee, his unused vacation leave shall be paid to one of the individuals specified in 2113.04 of the O.R.C., or to the estate of the deceased employee.

Not more than five (5) vacation days may be taken as single days. All other vacation must be taken in minimum increments of three (3) consecutive days not to include weekends or holidays. Any vacation requests under this section will require 24 hour notice.

### 6.3 Sick Leave

Sick leave shall be defined as an absence with pay necessitated by: (1) illness or injury to the employee; (2) exposure by the employee to a contagious disease communicable to other employees; (3) serious illness, or injury in the employee's immediate family. "Immediate family" shall be defined as an employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or legal guardian or other person who stands in place of a parent (in loco parentis).

All employees shall earn sick leave at the rate of 4.6 hours for every eighty (80) hours in an active pay status. Accumulation of sick leave shall be unlimited.

Sick leave may be used in increments of not less than one hour.

Before an absence may be charged against accumulated sick leave, the supervisor may require such proof of illness, injury, or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the supervisor and paid by the Township. In any event, an employee absent for three (3) successive tours of duty may supply a physician's report to be eligible for paid sick leave. When an employee is suspected of abusing sick leave, the Township shall notify him of that fact in writing. Thereafter, the employee may be required by the Township to provide a doctor's excuse for any absence even if less than three (3) days. If the employee's attendance record improves after six (6) months from the issuance of the notice, then the requirement of a medical excuse for such absence may be suspended.

If an employee fails to submit adequate proof of illness, injury, or death, upon request, or in the event that upon such proof as is submitted to upon the report of medical examination, the supervisor, in his discretion, finds that there is not satisfactory evidence of illness, injury, or death sufficient to justify the employee's absence, such leave may, at the supervisor's option, be considered an unauthorized leave and be without pay.

Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action, including removal.

The supervisor may require an employee absent due to personal illness or injury, prior to and as condition of his duty, to be examined by a physician designated and paid by the Township to establish that the employee is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of either the employee or other employees.

Upon the death or retirement of an employee, said employee or his next of kin shall be entitled to payment of fifty (50%) percent of accumulated sick leave of 120 days, i.e., a maximum payment of sixty (60) days. Said payment shall be at the employee's base compensation rate in effect at the time of death or retirement.

An employee who transfers from the road department to another department of the Township shall be allowed to transfer his accumulated sick leave.

Any employee of the Township who has accumulated sick leave earned from being employed by the State of Ohio or any other political subdivision thereof, and who has become employed by the Township within two (2) years of his termination from such other public employment, shall be permitted to transfer said accumulation of sick leave to the Township, providing that proper documentation authenticating such balance is provided.

#### **6.4 Funeral Leave**

An employee shall be permitted to take three (3) days off with pay, which shall not be deducted from accumulated sick leave, in the event of the death of one of the following: the employee's spouse, children, mother, father, sister, brother, mother-in-law, for father-in-law, grandchildren, grandparents, step-father, step-mother and step-children.

#### **6.5 Call Out Pay**

The parties understand and agree that there may be emergency situations requiring Township personnel to be called out. If an emergency requires the same, supervisory or other personnel may be called out to handle the emergency situation. If the emergency will, in the opinion of the Township, require one (1) man hour or less, then supervisory personnel may be dispatched. If, on the other hand, more than one (1) man hour will be required, then bargaining unit employees, the supervisory or his designee shall attempt to call the most senior employee, and then proceed to the next most senior employee, and then proceed to the next most senior employee, and so on until enough employees are obtained for the emergency. The system shall be used each time there is an emergency requiring a call out.

An employee who is called out as set forth above shall be compensated as follows: the employee shall be granted a minimum of four (4) hours pay at time and one half however, should the required call out exceed four (4) hours, then the employee shall be compensated for all such time at the rate of one and one half (1 ½) times his regular hourly rate.

#### **6.6 Jury Duty**

Any employee who is called for jury duty, either federal, county, or municipal, shall be paid his or her regular salary, less any compensation received from such court for jury duty, as provided in the Ohio Revised Code.

#### **6.7 Insurance**

Effective June 30, 2014, the Employer will contribute ninety-eight (98%) percent of premium per week to the Teamster Local No. 377 Health and Welfare Fund on behalf

of each full-time employee in the bargaining unit. The Employee will pick up two (2%) of the premium.

Effective June 30, 2015 the Employer will contribute ninety-six (96%) percent of the premium per week to the Teamster Local Health and Welfare on behalf of each full-time employee in the bargaining unit, the employee will pick up the remaining four (4%) percent of the premium.

Effective June 30, 2016 the Employer will contribute ninety-four (94%) percent of the premium per week to the Teamster Local Health and Welfare on behalf of each full-time employee in the bargaining unit, the employee will pick up the remaining six (6%) percent of the premium.

Effective March 1, 2011, and semi-annually on September 1 and March 1 thereafter, the Employer's contribution rate shall be adjusted up or down, rounded to the nearest whole dollar, if the benefit claims experience of the Fund over the preceding twelve (12) to thirty-six (36) months (as determined to be actuarially appropriate by the Fund consultant) projected over the next six (6) months, would reduce or increase the net assets of the Fund, after deducting actuarially determined benefit obligations and administrative expenses, below or above a level that would cover twelve (12) months of benefit obligations and administrative expenses (determined by the last above actuarial process) in order to maintain a reserve equal to a projected twelve (12) months of benefits and administrative expenses.

For purposes of the above paragraph, actuarially determined benefit obligations are the estimated amount of pending and unrevealed incurred claims. This calculation includes a reasonable estimate of the current pending and unrevealed incurred benefit claims obligations, but does not include the values of retiree benefit obligations which are determined under the provisions of SOP-92-6.

By execution of this Agreement, the Employer authorize the Trustees of the Teamsters Local #377 Health and Welfare Fund, to adopt rules and regulations necessary for the administration of such Fund, hereby waiving all notice thereof and ratifying all actions already taken by such Trustees within the scope of their authority.

In the event that the Teamster Local 377 Health and Welfare Fund's contribution rates raise to a cost higher than the Township pays for all other Township employees Health Care coverage that has a summary plan of benefits as well as retirement coverage for all employees to age sixty-five (65), equal to or greater than the summary plan of benefits with the Teamster Local 377 Health and Welfare Fund at that time, the employees may choose by a simple majority secret ballot vote conducted by the union to stay in the Teamster Local 377 Health and Welfare Fund and pay any difference between the cost of the plans up to a maximum of ten (10%) percent of the total cost but never more than the difference between the two or opt into the Townships Health Care Plan.

If any employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for as long as such injury or illness continues, and causes the employee to be absent from work, but not to exceed a period of four weeks in any one year.

If any employee is absent because of an on the job injury or illness the Employer shall continue to make the required contributions for a period of six (6) months or until the employee returns to work, whichever occurs sooner.

An employee granted a leave of absence who desires continuing coverage during such leave shall make his own arrangements to pay the required contributions in order to maintain coverage. The Employer shall inform the Union and the Administrator of the Health and Welfare Fund of the name of the employee, as to any employee granted a leave of absence, and the purported reason thereof, at the time such leave is granted.

Casual or spot labor shall not be covered by this Article.

In the event the Employer is delinquent at the end of a period in the payment of its contributions to the Health and Welfare Fund referred to in this Agreement in accordance with the rules and regulations of the Trustees of such Fund and the Employer's obligation under this section the employees of their representative shall have the right to take such action as is available to them for the cost of such action.

Health and Welfare payments shall be paid for vacation and holiday time.

Health and Welfare payments are to be required after one (1) day of employment in a week.

#### **6.8 Longevity Pay**

Each employee in the bargaining unit who has completed five (5) consecutive years of service with the Township shall receive longevity pay as follows effective 6/30/2014 through 6/29/2017:

For each year of service in the excess of five (5) years, fifty (\$50.00) dollars per year multiplied by the number of years of service, e.g.,

$$5 \text{ years} \times \$50.00 = \$250.00/\text{year}$$

$$6 \text{ years} \times \$50.00 = \$300.00/\text{year}$$

This amount shall be divided into equal monthly installments and paid once per month.

The aforesaid increases shall be granted upon the attainment of the respective employee's anniversary date.

**6.9 Wages**

Each employee in the bargaining unit shall be entitled to and receive annual wage increases based on present wage per hour as follows. The Township agrees to re-open the wage provisions of this Contract in the event that the Township, during the course of this Agreement, enjoys any form of permanent revenue increase.

Effective June 30 <sup>th</sup>	2014	5% increase	\$16.72
Effective June 30 <sup>th</sup>	2015	5% increase	\$17.56
Effective June 30 <sup>th</sup>	2016	5% increase	\$18.44

**6.10 Clothing Allowance**

All bargaining unit members shall receive four hundred and twenty-five dollars (\$425) per year for the purchase and maintenance of clothing and shall be paid in the last pay period of January.

**6.11 Injury Leave**

When an employee is injured in the line of duty while actually working for the Township, and provided that the employee does not in any way contribute to or exacerbate his injuries through a failure to observe departmental policies, law, or ordinary care as defined by the law, he shall be eligible to receive, in addition to Worker's Compensation benefits, an unpaid leave of absence of up to six (6) months and the continuation of his medical and life insurance policies as provided by the Township and at the expense of the Township, subject to the limitations herein. The Township shall provide payment for the full premiums for a period of four (4) months, and the Township and the employee may, at the employee's option, share equally the cost of said premiums of an additional two (2) month period. No injury leave shall last more than six (6) months; any employee who is unable to return to work after the six (6) month period may be subject to a disability separation as provided in the Ohio Revised Code.

An employee may use his accumulated sick and vacation leave for any period of time that he is injured.

Any employee who is found to have contributed to his own injuries as set forth above shall not be entitled to the injury leave provided for herein, and may not, at the discretion of the Township, be entitled to the use of sick leave.

**6.12 OPERS**

The Employer shall continue to assume and pay to the Ohio Public Employees' Retirement System (OPERS) eight and one-half (8½%) of the individual full-time employees' contribution to the OPERS. Effective the first full pay period of January 1, 2014 thru June 30, 2017.

**6.13 Tool Allowances**

The employer shall provide all tools necessary to perform all job duties

**ARTICLE VII: PERSONNEL POLICIES AND PROCEDURES: DISCIPLINE**

**7.1 Statement of Policy**

The Township reserves the right to suspend, discipline, demote, or discharge employees for just cause; and it reserves the right to transfer, assign, schedule, promote, or retain employees. Toward this end, the Township may promulgate personnel policies, and a copy of same, when issued, shall be transmitted to each employee. Such policies may be amended from time to time as required, and as determined by the Township. Employees shall be notified of any changes or amendments as provided herein. Nothing contained in this section shall be construed to allow the personnel policies adopted by the Township to be in derogation of the provisions of this Agreement. The Union reserves the right to challenge the reasonableness of personnel policies should their application result in the discipline of bargaining unit employees.

**7.2 Probationary Periods; New Hires**

Each employee shall serve a probationary period following any original appointment. The probationary period for all new employees shall be one hundred twenty (120) calendar days. If, following an original appointment, an employee's services are found to be unsatisfactory, he may be removed at any time during his probationary period after completion of one half (½) of said period. When an employee is given a probationary removal, a written statement of the reasons therefor, signed by the supervisor and the Board of Township Trustees, showing the respects in which the service was unsatisfactory, shall be given to the employee. Any employee who has been subject to a probationary removal shall in case enjoy reinstatement rights.

**7.3 Discipline**

When discipline is required, the Township shall affect the same in accordance with federal and state law in accordance with the provisions of this contract, and in accordance with any personnel policies that may be adopted. Employees who may become subject to a suspension or removal shall be given notice of the charges and an opportunity to be heard with the representative of the employee's choice present. No suspension or removal shall be effected until such a hearing is held. Any discipline imposed may be appealed either through the grievance procedure as set forth herein below, or to the State Personnel Board of Review in the event that a determination is made that the Township qualifies as a Civil Service Township as provided in the Ohio Revised Code. However, the appeal procedures shall be mutually exclusive, and the initiation of an appeal through one procedure shall constitute a bar to an appeal through the other.

This procedure shall apply to all non-probationary employees covered by this Agreement.

All the employees shall have the following rights:

A. The employee shall be entitled to representation by a Union representative at each step of this disciplinary procedure.

B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) work days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely effect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

An employee may resign following the service of a notice of discipline. Any such resignation will be processed in accordance with the Employer's rules and regulations and the employee's employment shall be terminated.

Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The notice served on the employed shall contain a reference to dates, times and places, if known to the employer.

Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered, or certified mail, return receipt requested.

Discipline shall not be implemented until either:

1. The matter is settled, or
2. The employee fails to file a grievance within the time frame provided by the grievance of this agreement.
3. The penalty is upheld by the Arbitrator or a different penalty is determined by the Arbitrator.

The notice of discipline served on the employee shall be accompanied by written statement that:

1. The employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;
2. The grievance procedure provides for a hearing by an independent arbitrator as its final step;
3. The employee is entitled to representation by a Union Representative at every step of the proceeding;

If a grievance is filed and pursued within the time frames provided by this Agreement no penalty can be implemented, except as provided in paragraph 12, until the matter is settled or the arbitrator renders a determination.

- A. The appointing authority and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that he is entitled to representation by the Union or an attorney during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within ten (10) working days, prepare a formal notice of discipline and present it to the employee. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employees. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to the grievance procedure. The appeal must be filed within the time limits set forth in the Grievance procedure of this agreement.

A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and the Union. All subsequent appeal rights shall be deemed waived.

A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties, but shall be non precedent setting. The Union shall be notified of all settlements.

An employee may be suspended with pay at any time during the process if the appointing authority, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed concurrent with or subsequent to the decision of the grievance procedure.

The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby expressly agrees that this procedure shall be the sole and exclusive procedure to appeal any form of disciplinary action (e.g. suspension, demotion, discharge).

#### **7.4 Lay Off and Recall**

Where, because of economy, consolidation or abolishment of functions, curtailment of activities, or any other reasons set forth in the management right clause, 3.01 the Township determines it necessary to reduce the size of its work force, such reduction shall be made in accordance with the provisions set forth herein.

Students, temporary, seasonal, part-time, and probationary employees within the affected job classifications are laid-off first, in that order, before full-time employees in the affected job classification shall be laid off.

When it becomes necessary to lay off full time employees, employees shall be laid off by seniority within the affected job classification. If an employee who is laid off has more seniority than an employee in another classification who is not being laid off, the more senior employee may bump the less senior employee by sending written notification to the Township within five (5) calendar days of his receipt of a layoff notice. The more senior employee may bump into another classification only if he has the ability to perform the work of the job into which he elects to bump. If it appears to the Township that, after bumping, the more senior employee cannot perform the work of the position into which he has bumped, then the Township shall notify him of that fact and he shall be laid off. Seniority as used herein is as defined in 9.5 hereof.

An employee who is laid off from one classification may displace another employee with lesser seniority in an equal or lower rated job classification within the department; provided, however, that said equal or lower classification is a position covered by this Agreement.

Employees laid off in accordance with this provision hereof shall be recalled in the inverse order of layoff. Employees laid off in accordance with the provisions hereof shall enjoy reinstatement rights for a period of one (1) year

**7.5 Personnel Files**

The employees covered hereunder shall be permitted to review their own personnel files upon written notice to the Township, which shall be given five (5) days in advance of any such contemplated review.

Upon reviewing his file, should any employee discover material of a negative or derogatory nature, he shall be entitled to provide a written and signed comment in rebuttal, mitigation, or explanation. Such rebuttal shall remain in the employee's personnel file as long as the material to which it relates remains in the personnel file.

Employees shall not be disciplined for acts which occurred more than two (2) years prior to the issuance of the order imposing discipline. All incidents, of which the Township has knowledge and for which an employee could be disciplined, are merged into any non-oral discipline imposed by the Township subsequent to such incidents. Once discipline is imposed for a particular incident that incident shall not be used as the basis for subsequent discipline. However, evidence of prior discipline may be used to prove either (1) notice to the employee that a particular type of conduct is unacceptable; or (2) a continuing problem justifying harsher discipline than might otherwise be the case.

All evidence of discipline and other derogatory material, along with the rebuttals, shall be retained by the Township but expunged from the employee's file shall also be forwarded to the Union.

**7.6 Employee Obligations**

Each bargaining unit employee shall be required to maintain on file with the Township a current mailing address and telephone number. An employee who fails to keep this information updated may be subject to discipline. Further, any notice required by the Township to be sent shall be sent to the employee's last known address. Notice shall be complete upon mailings; however, any notification time shall be extended by three (3) days when mail is used for notification.

Employees who are required for any reason to leave the job site shall be required to immediately notify the supervisor or his designee. Failure to do so shall be grounds for discipline.

**ARTICLE VIII:**

**GRIEVANCE PROCEDURE**

**8.1 Statement of Policy**

Every employee covered hereunder shall have the right to present his grievance in accordance with the procedures provided herein, and in doing so shall be free from any interference, coercion, restraint, discrimination, or reprisal, and shall have the right to

be represented by the person of his choice at all states of the grievance procedures. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this grievance procedure.

## **8.2 Definitions**

For purposes of this Article, the following definitions apply:

- A. Grievance – a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provisions of this Agreement.
- B. Aggrieved Party – any employee or group of employees within the bargaining unit actually filing a grievance.
- C. Party in Interest – any employee of the Township named in the grievance who is not the aggrieved party.
- D. Day – calendar days, excluding Saturdays, Sundays or the holidays established in this Agreement.

## **8.3 General Procedures**

The following general procedures shall apply to the administration of all grievances filed pursuant to this Article:

- A. Except at step one, all grievances shall include: (1) the name and position of the aggrieved party; (2) the identity of the provisions of this Agreement involved in the grievance; (3) the time and place where the alleged event or conditions constituting the alleged violation of this Agreement took place; (4) the identity of the party responsible for causing the grievance, if any, to the aggrieved party; and (5) a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- B. At each step of the grievance procedure, answers shall be given in writing; however, nothing herein shall be construed to prevent the parties from informally discussing the grievance in an attempt to resolve it.
- C. The investigation of, preparation of, and processing of grievances may be conducted during non-working hours. However grievance meetings may be conducted during working hours.
- D. In the event that a grievance is adjusted without a formal determination, the adjustment shall be binding upon the aggrieved party and it shall in

all respects be final; however, said adjustment shall not create a precedent or ruling binding upon the Employer with respect to future proceedings.

- E. The aggrieved party may have the representative of his choice to represent him at any step of the grievance procedure.
- F. Employees shall be required to first pursue the remedies herein provided through this procedure, and any remedies pursued by law shall be subject to a defense of failing to exhaust remedies through the grievance procedure.
- G. The time limits provided herein below will be strictly adhered to, and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Township fails to reply within the specified time limit, the grievance shall automatically be moved to the next step of the grievance procedure. If the Union fails to comply with the time limit specified herein, the grievance shall be automatically considered abandoned. The time limits specified herein may be extended only by mutual written agreement of the parties.

#### 8.4 Grievance Procedure

When a grievance arises, the following procedure shall be observed:

- Step 1.** An employee who believes he may have a grievance shall notify the supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to said grievance. The supervisor will schedule an informal conference with the employee and his representative, should the employee desire a representative, within five (5) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's representative, should he be present, will discuss the issues in dispute with the objective of resolving the matter informally.
- Step 2.** If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and/or his representative, if any, and presented as a grievance to the supervisor within five (5) working days of the informal meeting of notification of the supervisor's decision at Step 1, whichever is later. In no event, however, shall the submission of the written grievance be more than five (5) days of the date of the meeting if the supervisor fails to give the aggrieved party an answer. The supervisor shall give his answer to the written grievance, with a copy provided to the aggrieved party's representative, if any,

within five (5) days of the supervisor's receipt of the written grievance.

**Step 3.** If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Board of Township Trustees within five (5) days from the date of the rendering of the decision as provided in Step 2. Copies of the written decisions shall be submitted with the appeal. The Board of Township Trustees, or its designees, and its representative, should in choose to have one, shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his representative, if any, and with any other party necessary to provide the required information for the rendering of a proper decision. The Board of Township Trustees, or its designee, shall issue a written decision to the employee within fifteen (15) days from the date of the Step 3 meeting. If the aggrieved party is not satisfied with the decision reached at Step 3, he may proceed to arbitration pursuant to the procedure outlined below.

**Step 4.** Should a grievance remain unresolved after being processed through Step 3, then, within ten (10) days after the rendering of a decision as provided in Step 3, or within ten (10) days after a time limit default by the Township at Step 3, the aggrieved party may submit the grievance to arbitration, using the services of the Federal Mediation and Conciliation Service.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter, the specific terms of this Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that is itself contrary to law, or violates any of the terms and conditions of this Agreement.

The hearing shall be conducted pursuant to the rules of the Federal Mediation and Conciliation Service.

The fees and expenses of the arbitrator, and the cost of the hearing room, if any, shall be borne by the party which does not prevail in the grievance hearing. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. The arbitrator decides the issue of payment of expenses when his decision may be subject to differing interpretations by the parties.

The decision of the arbitrator shall be binding upon the parties and shall not e appealed except as provided in Chapter 2711 of the Ohio Revised Code.

**ARTICLE IX.**

**WORKING CONDITIONS**

**9.1 Duty Hours**

The regular workweek period for all employees covered by this Agreement shall be seven (7) days. All full time employees shall be, in the absence of layoff or emergency, assured a standard workweek of forty (40) hours. The Township shall not shorten the work week to less than forty (40) hours.

9.2 The Workweek shall be defined as five (5) consecutive eight (8) hours days from Monday through Friday.

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

**9.4 Over-Time Pay**

All employees, for work actually performed in excess of forty (40) hours in one week or eight (8) hours in a twenty-four (24) hour period, and when approved by the supervisor, shall be compensated, at the rate of 1 ½ times the regular hourly rate. Employees who are required to work on holidays shall be paid overtime in accordance with this section. Nothing herein shall prohibit the Township from scheduling and assigning part-time employees. All work performed on Sundays shall be paid for at double time (2x's the regular hourly rate). All work performed on Holidays shall be paid for at time and one-half (1 ½ x's) in addition to Holiday pay.

**9.5 Bulletin Board**

The union will be allowed one bulletin board for the posting of official Union notices. There shall be no posting of defamatory or inflammatory material, and the Union shall provide the Township with a copy of all material at the time of posting.

**9.6 Scheduling**

Pursuant to the Management Rights Clause, 3.1 herein, the supervisor or his designee shall have the right and shall be responsible for the creation, maintenance, and posting of employee work schedules. Employees shall be notified not less than seven (7) days in advance of work schedules. Except in emergency circumstances, the supervisor or his designee shall not alter or change any schedule less than seven (7) days before its effective date.

**9.7 Seniority and Continuous Service Defined**

Seniority shall be defined as the length of continuous service with Hubbard Township. Seniority shall be measured in calendar days of employment with the Township.

Time spent on sick leave, vacation leave, and other authorized leaves of absence shall not constitute a break in service, provided that the employee is properly reinstated.

Employees who are reinstated within one (1) year of separation shall not lose their seniority. However, no seniority shall be credited for the time spent separated from service.

Continuous service means the uninterrupted service of an employee with the State of Ohio or any political subdivision thereof without a break in service as defined in 123:1-47-01 (A) (13) of the Ohio Administrative Code. For purposes of determining benefits such as vacation, continuous service and not seniority shall govern.

**ARTICLE X.                      CONFORMITY TO LAW AND SEPARABILITY**

**10.1** This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws and regulations, and the invalidity of any provision of disagreement by reason of any such existing or future law or regulation shall not affect the validity of the surviving provisions.

If the enactment of state legislation or determination by a court of final and competent jurisdiction, whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts, renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid provisions had not been included herein.

**ARTICLE XI.                      TOTAL AGREEMENT, HEADINGS, GENDERS, NEGOTIATION, AND IMPLEMENTATION**

**11.1 Total Agreement**

This Agreement represents the entire Agreement between the Township and the Union with regard to wages, hour and terms and conditions of employment.

**11.2 Obligation to Negotiate**

The Township and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of

collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

### **11.3 Gender and Plural**

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine or feminine, or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience only and is not to be interpreted to be discriminatory by reason of sex.

### **11.4 Headings**

The use of heading before articles or sections if for convenience only, and no heading shall be used in the interpretation of said article or section, nor shall any such heading affect any interpretation of any article or section.

### **11.5 Legislative Approval**

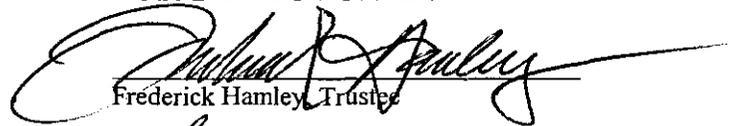
It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

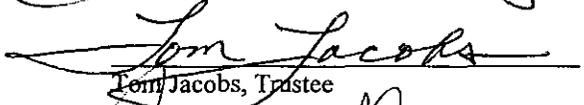
### **11.6 Universal Health Care Coverage**

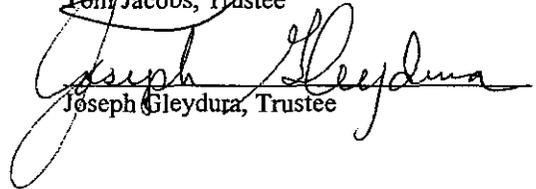
The Township and the Union mutually agree that if any form (State or Federal) of Universal Health Care is mandated during the term of this Agreement, they will reopen the Hospitalization portions of this Contract to negotiations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed  
this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

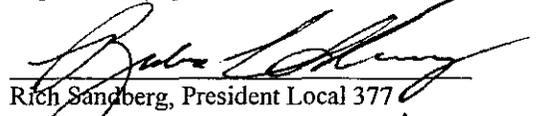
**FOR THE TOWNSHIP**

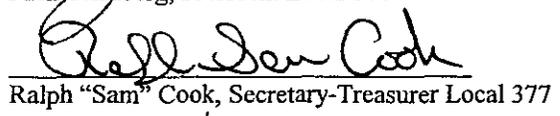
  
Frederick Hamley, Trustee

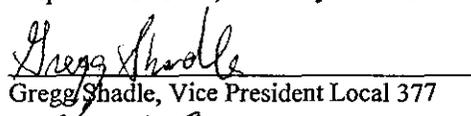
  
Tom Jacobs, Trustee

  
Joseph Gleydura, Trustee

**FOR THE UNION**

  
Rich Sandberg, President Local 377

  
Ralph "Sam" Cook, Secretary-Treasurer Local 377

  
Gregg Shadle, Vice President Local 377

  
Vincent Bray, Steward