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# **AGREEMENT**

**BETWEEN**

**SAYBROOK TOWNSHIP TRUSTEES**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA  
AFL-CIO, LOCAL 4340**

Effective: February 1, 2015  
Expires: January 31, 2018

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**ARTICLE 1 AGREEMENT**

1.1 This Agreement is entered into on February 10, 2015, by and between Saybrook Township, which is hereinafter referred to as the “Employer”, and the Communications Workers of America, affiliated with the AFL-CIO, which may be hereinafter referred to as the “Union.”

1.2 This Agreement is subject to all laws of the state of Ohio and the United States of America.

1.3 Now, therefore, in consideration of the promises herein contained, the parties agree as follows:

**ARTICLE 2 RECOGNITION**

2.1 The Union is recognized as the sole and exclusive representative for all employees in the following job classifications of the purpose of establishing rates of pay, wages, hours, and other conditions of employment

2.2 The Union’s exclusive bargaining unit includes the following job classifications and the Employer will not recognize any other Union as the representative for any employees within such classifications:

Included: Road Department Workers, and Township Secretaries, Full and Part Time

Excluded: All others, including the Office Manager

2.3 In the event the name of the classification is changed or if a classification is added by the Employer, which is related to an existing classification in the bargaining unit, the Employer will promptly notify the Union prior to placing the classification into effect. The parties agree to meet within seven (7) days of the notice to mutually agree upon whether the new classification is to be included in the bargaining unit. If the parties are unable to agree, the Union may file a grievance. If the issue progresses to arbitration, then the arbitrator’s decisions will be final for the life of the Agreement.

**ARTICLE 3 NON-DISCRIMINATION**

3.1 Neither the Employer or the Union shall unlawfully discriminate against any Employee because of such Employee’s race, color, religion, sex, national origin, citizenship status, or because the Employee is an individual with a disability, or other protected classification recognized by federal or state law.

3.2 Use of masculine or feminine gender, in titles or otherwise, shall be construed as including both male and female employees and not as being gender specific.

3.3 There shall be no intimidation or discrimination practiced by the Employer or the Union against any Employee because of membership or non-membership in the Union or by the Employer against any Union member or officer engaged in legitimate activities on behalf of the Union.

## **ARTICLE 4 RESPONSIBLE UNION-EMPLOYER RELATIONSHIP**

4.1 The Employer and the Union recognize that it is in the best interests of both parties, the Employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Employer and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all Employees in the unit. Each party shall bring to the attention of all Employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect, and of the measures they have agreed upon to insure adherence to this purpose.

## **ARTICLE 5 MANAGEMENT RIGHTS**

5.1 The Union recognizes the Board of Township Trustees and the Road Supervisor as the authorized agents of the Employer, and acknowledges that they possess the sole right to operate the Saybrook Township Road Department and Township Office. Except as specifically limited herein, all rights are reserved to and remain vested in the Employer, including, but not limited to the sole right to:

- (A) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion of policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- (B) Direct, supervise, evaluate, or hire employees;
- (C) Maintain and improve the efficiency and effectiveness of Governmental operations;
- (D) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (E) Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- (F) Determine the adequacy of the work force;
- (G) Determine the overall mission of the employer as a unit of government;
- (H) Effectively manage the work force;
- (I) Take actions to carry out the mission of the public employer as a governmental unit.

5.2 The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of

employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

#### **ARTICLE 6 UNION SECURITY AND CHECK OFF**

6.1 All present Employees who are members of the Union on the effective date of this Agreement or become members during the term of this Agreement shall remain members of the Union provided that such Employees may resign in accordance with State and Federal law. Members of the Union may resign from the Union in accordance with the CWA Constitution.

6.2 All bargaining unit Employees who are non-members will be required to pay a "Fair Share Fee" to the extent that is consistent with Chapter 4117 of the ORC and the CWA Constitution. For the purposes of this Article, "eligible Employees" are bargaining unit Employees, on payroll, after completion of their probationary period.

6.3 Any Employee who is not a member of the Union and does not make application for membership within one (1) month following the ratification of the Agreement, shall, as a "condition of employment," tender to the Union, "a Fair Share Fee."

6.4 The Employer shall deduct monthly dues consistent with the existing practice on dues deductions.

6.5 The Union will indemnify and save the Employer harmless from any cost, claim, liability or action growing out of the implementation and enforcement of the provisions of this Article, including but not limited to, the deductions made by Employer for any Employee.

#### **ARTICLE 7 MANAGEMENT/LABOR COMMITTEE**

7.1 The union and the Employer, with mutual agreement, shall participate in a Labor/Management Committee, the purpose of which will be to foster a harmonious relationship between the Employer and its Employees. This Committee shall be composed of two (2) representatives from management and two (2) representatives from the Union. Additional representatives may be added, with mutual consent, when the subject matter so indicates. When a meeting is requested, written notice will be given which includes the topic(s) to be discussed and who will be present. A representative from outside of the bargaining unit or immediate management may attend to address a specific issue. Meetings may be held quarterly or more often if mutually agreed. Many goals and aspects of this mutual relationship may be pursued, but at no time shall this Committee have the power or ability to negotiate or change the intent or meaning of this "Agreement".

#### **ARTICLE 8 PROBATIONARY PERIOD**

8.1 All newly hired Employees will serve a probation period of one hundred eighty (180) calendar days, during which time the Employer may terminate the Employee's employment for any reason. Such termination is not subject to the grievance procedure. During the probationary

period, the Employee shall not accrue seniority or be entitled to Employer paid fringe benefits, except as may be expressly provided for in this Agreement. Upon the successful completion of the probationary period, the Employee shall be entitled to seniority for the Employee's continuous service from the original date of hire. If the Employer determines that the Employee possesses the ability and skills to perform the job duties of the position, the probationary period may be shortened by the Employer.

#### ARTICLE 9 TEMPORARY ROAD HELP FOR "CHIPPING AND SEALING"

- 9.1 Temporary employees will be paid the current probationary rate.
- 9.2 Temporary help will work approximately twenty (20) days.
- 9.3 Temporary help will do sealing and chipping only.
- 9.4 If bad weather causes stoppage of work, temporary help will be paid accordingly.
  - (A) If under two (2) hours, temporary help will be paid for two (2) hours.
  - (B) If three (3) hours worked, temporary help will be paid hours worked.
  - (C) If temporary help works four (4) hours but less than eight (8) hours because of bad weather, they will be paid for eight (8) hours.
- 9.5 Temporary help will have the same status as probationary employees.
- 9.6 The employment period for temporary help may be extended by mutual agreement between CWA 4340 and Saybrook Township.

#### 10 REGULAR/PART-TIME TOWNSHIP SECRETARY

- 10.1 Regular Part-time secretary will have same job responsibilities as Township Secretary.
- 10.2 Regular Part-time secretary may replace full-time office staff as vacations, sick leave, training classes arise.
- 10.3 Hours for Regular Part-time secretary will fall under the definition of part-time as defined by the Federal Government.
- 10.4 The Regular Part-Time Secretary is not entitled to any of the benefits provided to bargaining unit members in Article 19 **Holidays**, Article 20 **Vacations**, Article 24 **Insurance Coverage** and Article 25 **Severance Pay**. The Regular Part-Time Secretary is entitled to a leave of absence for Jury Duty and Court appearances as contemplated by Section 17.3 and Union Leave pursuant to Section 17.7, however, the Regular Part-Time Secretary is not entitled to any other benefits provided to bargaining unit members in Article 17 **Leaves of Absence**. The

Regular Part-Time Secretary is entitled to all of the benefits established by the remaining articles of the contract which are not specifically mentioned in this article.

10.5 If the Regular Part-Time Secretary is required to work on Thanksgiving Day, Christmas Day or New Years Day, he/she will be compensated at the rate of two (2) times his/her regular hourly rate. If the Regular Part-Time Secretary is required to work any of the remaining holidays identified in Article 19 **Holidays**, he/she will be paid at the rate of one and one-half (1 ½) times his/her regular hourly rate.

10.6 The Regular Part-Time Secretary will receive time and one-half (1 ½) his/her regular rate for all hours required to be worked in excess of eight (8) hours per day, except as provided for in Section 10.5.

10.7 Union dues will be pro-rated based on regular hours worked consistent with the existing practice of dues deductions for regular full-time employees.

### **ARTICLE 11 SENIORITY/LAYOFFS/RECALL**

11.1 Seniority shall be determined by continuous service as a regular full-time or regular part-time Employee with Saybrook Township calculated from the date of employment. Departmental seniority shall be determined by the Employee's continuous service as a regular full-time or regular part-time Employee in either the Road Department or Office Department. Departmental seniority shall be calculated from the beginning date of the Employee's continuous service as a regular full-time or regular part-time Employee in that department. Continuous service shall be broken only by resignation, discharge, retirement, or absence with approved leave.

11.2 In the event of personnel reduction, layoffs shall occur in reverse order of departmental seniority from least senior to most senior Employee. Employees shall be recalled in order of departmental seniority commencing with the most senior Employee on layoff status. No full-time Employee shall be hired until all Employees on layoff status have been given thirty (30) days notice to return to work. When the seniority of two (2) or more Employees is equal, the Employees will be laid off by the flip of a coin, with both affected Employees in attendance, along with a Steward, Alternate Steward or Union Director.

11.3 Each Employee, as defined in this Agreement, shall be given written notice of any layoff affecting such Employee. If delivered personally, such notice shall be delivered not less than thirty (30) business days prior to the effective date. Layoff notices shall indicate the reason for the layoff. If mailed, the mailing shall be by certified mail, postmarked no less than forty-five (45) days prior to the effective date, to the Employee's last home address provided to the Township, with a copy sent to the Union Local.

11.4 All laid-off Employees shall remain on the recall list for a period of seven hundred thirty (730) days from the effective dates of their layoffs. An Employee who fails to return for work within thirty (30) days of the date of certified mailing of a recall notice mailed to the last known home address provided to the Employer, shall be removed from the recall list. A copy of the recall notice shall also be mailed to the Union Local.

11.5 While specifically retaining all management rights, the Employer agrees that it will not utilize the layoff procedure to replace Bargaining Unit member with part-time Employees.

11.6 The use of an outside contractor is prohibited from doing customary bargaining unit work while Bargaining Unit Employees are on layoff.

11.7 While nothing contained in this collective bargaining unit agreement is intended to limit the Employer's right to implement layoffs in the event that it determines there is a need, it will make every reasonable effort to secure employment for laid off bargaining unit members in some capacity with Saybrook Township based on the affected Employees' qualifications.

## **ARTICLE 12 PERSONNEL FILES**

12.1 It is recognized that the Employer may establish regulations for the custody, use, and preservation of the records, papers, books, documents, and property belonging to the Employer or the Employees. All Employees shall be granted access to their own individual personnel files for review of documents contained therein. Employees shall have access to their own individual personnel files in the following manner:

- (A) Requests for review must be made to and receive approval from the Township Clerk.
- (B) All reviews shall be conducted on the premises of the Employer, with the Township Clerk or designee in attendance.
- (C) All reviews shall be conducted during the Employer's regular business hours.
- (D) All Employee reviews should be conducted in a manner to avoid disruption of the Employer's operations.
- (E) An Employee may provide written authorization for an individual other than the Employee to review said Employee's file in accordance with this Article.
- (F) Any non-Employee of the Employer reviewing a personnel file must sign the jacket of the file, or a record of such review maintained within the file, giving the person's name, date and time of review, and duration of review.
- (G) Requests for copies of material in the personnel files shall be made in accordance with the Employer's practices for copying documents.

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

12.3 To the extent permitted by law, personnel files and information shall be considered confidential, and may not be used or divulged for purposes not connected with the Employer,

except with the written consent of the Employee affected, which consent shall not be unreasonably withheld. In the event a third party requests an Employee's personnel file, or information in the Employee's personnel file, the Employee shall be notified by the Employer prior to the release of any such information to a third party.

12.4 If an Employee has reason to believe there are inaccuracies in documents contained in his or her personnel file, the Employee may write a memorandum explaining his or her position and have said memorandum attached to the document(s) in questions.

12.5 Nothing in this Article shall prevent the dissemination of impersonal statistical information.

### **ARTICLE 13 DISCIPLINE**

13.1 Discipline is defined as any verbal or written warning, suspension, discharge, demotion, or reduction in pay. No discipline shall be imposed except for just cause. An employee who is subject to discipline shall be charged within a two (2) week period from the date the Employer had knowledge of said event.

13.2 Except in instances where the Employee in question is found to have engaged in serious misconduct, discipline shall be imposed by the Employer in a corrective and progressive manner.

13.3 No Employee may be suspended without pay, reduced in rank or pay, or terminated, except for just cause; provided, however, that after the expiration of half of any probationary period to which any newly-hired Employee is subject, such person may be terminated from employment during the second half of such probationary period at the Employer's absolute discretion, and no grievance or appeal may be made concerning such termination.

13.4 The Employer agrees that all discipline shall be carried out in a private and business-like manner (subject to any limitations upon privacy which may be imposed by following the procedures, or which are set forth under Section 505.38 of the Revised Code of Ohio, if the affected Employee elects that alternative under Paragraph 6.8 of this Article).

13.5 If the disciplinary action being taken by the Employer could have as a possible result the suspension, reduction, or termination of the affected Employee, then the Employer shall give a Notice of Pre-Disciplinary Conference to the Employee. The Notice must state the name of the Employee, the date and approximate time of the alleged misconduct, the nature of the alleged misconduct, and shall set a date, time, and place for the Pre-Disciplinary Conference, which shall be not less than five (5) nor more than ten (10) calendar days after the date of the Notice. The Notice shall be delivered directly to the Employee unless the Employee is not schedule to work for at least forty-eight (48) hours after the date of the Notice, in which case the Notice shall be sent to the Employee's home by certified mail. A copy of the Notice shall in all events be sent to the Union.

13.6 The Pre-Disciplinary Conference shall be conducted by the Road Superintendent / Supervisor as hearing officer, unless he was a witness to the alleged conduct of the Employee in question, in which case the Conference shall be conducted by the Liaison for the Board of

Trustees (The "Liaison"). If both the Road Superintendent/Supervisor and the Liaison are witnesses, then the Conference shall be conducted before a Road Superintendent/Supervisor of a similar municipal or township selected by the Road Superintendent/Supervisor. The Employee shall have the right to be accompanied by a representative or spokesperson of the Employee's choice, and the Union, if not acting as the Employee's representative, shall have the right to have one (1) representative in attendance. The Road Superintendent or his Liaison shall present the charges to the hearing officer, and shall summarize the evidence upon which the charges are based, including the statements of any witnesses. The affected Employee, in person or through the Employee's chosen representative, shall then have an opportunity to explain or rebut the charges. If the Employee requires time to secure the statements of potential witnesses or other documentary evidence, then the hearing officer shall recess the Conference for a maximum time period of seventy-two (72) hours for such purpose. Within seventy-two (72) hours of the conclusion of the hearing the hearing officer shall do one of the following:

(A) If the Road Superintendent/Supervisor acted as the hearing officer, then he/she shall issue a written finding to the Employee, with a copy sent to the Union, identifying the charges made and indicating whether or not he/she finds the charges were substantiated, and if they were substantiated, the discipline which is to be imposed;

(B) If the Road Superintendent/Supervisor did not act as the hearing officer, then the hearing officer shall issue a written finding to the Road Superintendent, sending copies to the Employee and the Union, identifying the charges made and stating whether or not the hearing officer finds the charges were substantiated. The Road Superintendent/Supervisor shall, within seventy-two (72) hours thereafter, notify the affected Employee in writing of the discipline to be imposed, if any, with a copy sent to the Union.

13.7 Any disciplinary action which includes any suspension from work without pay, reduction in pay, or termination, shall be subject to the grievance procedure in this Agreement, and in such event the Union or affected Employee shall commence such grievance directly at Step 3 within ten (10) calendar days of the date of delivery of, or in the case of certified mail, the date of mailing of the notice of the suspension, reduction, or termination. The filing of a grievance shall not stay or postpone the imposition of the disciplinary action. If the discipline in question involves an instruction and cautioning, or a reprimand, then the affected Employee shall have the right to present a written explanation or response, which shall be included in the Employee's personnel file for so long as the record of the disciplinary action is maintained.

13.8 For the purposes of imposing progressive discipline in cases other than those involving gross misconduct leading to immediate termination, records of discipline shall be maintained in the affected Employee's permanent personnel records for the following time periods, and shall not be considered thereafter, and shall be removed from his or her records if the affected Employee so requests:

(A) For instruction and cautioning or written reprimands, one (1) year;

(B) For suspensions without pay, eighteen (18) months;

(C) For disciplinary reduction in rank or pay, two (2) years.

13.9 The disciplinary and grievance procedures set forth in this Agreement shall prevail in the case of any conflict with any provision of the Ohio Revised Code dealing with the suspension, reduction, or termination of Employees; provided, however, that an Employee who has been given notice of a suspension, reduction in payer position, or termination, may elect (within ten days of such notice) to proceed under the provisions of Section 505.38 of the Ohio Revised Code, and related Revised Code sections, instead of the grievance and arbitration procedure set forth in this Agreement.

13.10 This Article shall have no application to non-disciplinary reductions in personnel through the regular layoff procedure.

#### **ARTICLE 14 GRIEVANCE & ARBITRATION PROCEDURE**

14.1 A grievance is defined to be any dispute, controversy, or difference between any Employee of the Union with the Employer on any issues with respect to or on account of:

(A) The meaning, interpretation, or application of this Agreement or the provisions hereof; or,

(B) The rights, obligations, or liabilities of the parties herein, as to wages, benefits, hours, and terms and conditions of employment.

14.2 Only one (1) subject shall be covered in any one (1) grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the Agreement alleged to have been violated, the signature of the grievant, unless unable to sign, and the date.

14.3 If it is impossible to comply with the time limits specified in the procedure below because of work schedules, illness, or vacations, these limits may be extended by mutual consent in writing, a maximum of fourteen (14) days.

14.4 Any grievance shall be considered settled at the completion of any step in the procedure if all parties are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

14.5 Failure of the grievant to file or appeal the grievance within the specified time limits shall cause the grievance to be resolved with the last response from the Employer. Failure to the Employer to respond within established time limits will cause the grievance to be settled in favor of the grievant.

14.6 **STEP 1** Within ten (10) calendar days of the event causing the grievance, the aggrieved Employee or Employees may discuss the event with the Road Superintendent/Supervisor. The Employee may request that a Union Steward be present for the discussion.

**STEP 2** If no satisfactory settlement is reached at Step 1 within five (5) calendar days from the date of the discussion with the Road Superintendent/Supervisor, the aggrieved Employee shall submit his/her grievance, in writing, or the approved grievance form, to the Road Superintendent/Supervisor. A meeting will be held at a mutually convenient time between the aggrieved Employee, Steward, Union representative, and Road Superintendent/Supervisor. The Road Superintendent/Supervisor shall provide a written response to the Employee within five (5) calendar days of the Step 2 meeting.

**STEP 3** If, after receiving the answer at Step 2 the Employee remains aggrieved, the Employee and/or the Union may, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service (F.M.C.S.). This request shall be made within fifteen (15) calendar days from the receipt of the answer at Step 2. The parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the mediator, but not later than thirty (30) calendar days from the filing of the request for mediation. If the mediation process is not successful or is not initiated and the Employee remains aggrieved, the Employee may proceed to Step 4.

#### **STEP 4**

(A) If the grievance is not satisfactorily settled at Step 3 of the grievance procedure, the Union may, within thirty (30) calendar days after the completion of Step 3, submit the matter to arbitration. Upon written notice of the Union's intent to arbitrate a grievance, the parties shall each designate a representative who will attempt to agree upon an impartial arbitrator. If the designated representatives are unable to reach agreement within ten (10) calendar days, the parties shall jointly request F.M.C.S. to submit a panel of seven (7) arbitrators and the arbitrator shall be chosen by the parties alternately striking names from the list until one arbitrator remains.

(B) The fees and expenses of the arbitrator shall be borne by the losing party. The expenses of any witness shall be borne by the party calling the witness. The fees of any court reporter shall be borne by the party asking for the same, but such fees shall be equally divided if both parties request the presence of a court reporter, or request a copy of any transcript.

(C) The function of the arbitrator shall be of a judicial and not a legislative nature. Any decision rendered by the arbitrator must be in writing. The decision of the arbitrator shall be final and binding on both parties.

(D) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

(E) Any decision by an arbitrator, which is outside the scope of the arbitrator's power as outlined by this section, shall be null and void and not binding on any party.

### **ARTICLE 15 SAFETY AND HEALTH**

15.1 The Employer and the Union will cooperate in the continuing objective to eliminate accidents and health hazards. The Employer and the Union shall continue to have a Safety and

Health Committee whose goal shall be to make reasonable provisions for the safety and health of the Employer's Employees.

15.2 Protective devices and apparel and other equipment determined necessary to protect Employees from injury shall be provided by the Employer. Gear now used shall continue to be furnished, such as rain gear, hard hats, safety glasses, ear plugs, waterproof boots, cotton/rubber charcoal gloves, dust masks, and orange vests. These items will remain property of the Employer and will not be considered as part of the available uniform allowance.

#### **ARTICLE 16 BULLETIN BOARDS**

16.1 The Employer shall provide the Union with a bulletin board at a mutually selected location provided that:

(A) No notice or other writings may contain anything political or critical of the Employer or any other Township official or any other institution or any employee or other person.

(B) All notices and materials posted on the bulletin board must be signed by the President of the Union or an official representative of the Union or Stewards.

#### **ARTICLE 17 LEAVES OF ABSENCE**

17.1 Sick Leave - - Accumulation and Use

(A) An Employee who has completed one (1) month of service and suffers an injury or illness which prevents the Employee from working, and with respect to which the Employee is not entitled to compensation under the Workers' Compensation Act, shall be entitled to leave, with pay, from regularly scheduled hours of work as is hereinafter provided.

(B) An Employee may also use sick leave for the following purposes:

- (1) Medical, dental or optical care for the Employee or members of Employee's immediate family;
- (2) Illness in Employee's immediate family, with the approval of the Road Superintendent and/or Supervisor;
- (3) Death in the Employee's extended family, as provided in Section 17.8;
- (4) Exposure of the Employee to a contagious disease;

(C) For the purpose of this Article, the Employee's immediate family is defined as spouse, children, step-children, parents, grandparents, grandchildren, and any other persons permanently residing with the Employee's household. With prior approval of the Employer, the use of sick leave may be permitted for circumstances involving additional relatives or other significant persons, on a case-by-case basis.

(D) An Employee shall earn and accumulate sick leave, following the completion of one (1) month of service, at the rate of twelve and one-half (12 ½) hours for each month of service. Pay for sick leave shall be at the Employee's regular straight time hourly rate (or portion thereof if absent for less than a full day).

(E) To be eligible for sick time with pay, and Employee should report their absence to the Employer prior to the start of the scheduled shift except for unusual circumstances beyond the Employee's control. An Employee should call before regular working hours. The telephone number to be called will be provided to all Employees.

(F) An Employee who is absent on paid sick time shall sign the time sheet as soon as they return. A physician's certificate shall be required if the Employee uses more than seven (7) consecutive days of paid sick time for the purpose of illness or injury to himself or a member of his immediate family.

(G) The Employer expressly reserves the right to require an Employee to submit to a medical examination by a licensed physician approved by the Employer to determine an Employee's fitness and ability to perform the job duties of a specific job.

(H) Employees shall be entitled to accumulate sick leave up to a maximum of 1800 hours for the duration of this contract.

(I) Sick leave will be utilized by Employees in accordance with the Employer's policy entitled Sick Leave - - Accumulation and Use, being Policy #2310, as amended on March 9, 1999, except to the extent the Policy is inconsistent with the negotiated terms and conditions of this collective bargaining agreement.

## 17.2 Leave Donation Program

(A) The leave donation program is intended to allow employees to donate accrued but unused sick and vacation leave to a fellow CWA employee who has a critical need for leave due to a serious illness to him/herself or the employee's immediate family, as is defined in paragraph 17.1 (C) of this Agreement. Only regular full-time, CWA employees are eligible to participate in the sick leave donation program.

(B) The leave donation program allows employees, who after donating leave will retain a combined leave balance of at least eighty (80) hours, to donate a minimum of eight (8) hours and maximum of forty (40) hours of leave in one payroll period to an eligible CWA employee within the Township.

(C) When an Employee has exhausted all of his/her accumulated sick leave and additional days are still needed due to a serious illness to themselves or immediate family members, he/she may request a maximum of four hundred (400) hours of sick leave per calendar year through the Union to be transferred from another member's accumulated sick leave. The Union shall establish an internal policy to administer such a transfer. The Union shall notify, in

writing, the Township Fiscal Officer of the number of days to be deducted, from whom the sick leave days are to be deducted, and the person who will be receiving the transferred days. Included in the notice shall be a signed statement by the members involved authorizing the Township Fiscal Officer to transfer the days.

(D) The leave donation program shall be administered on a pay period by pay period basis. Employees receiving and utilizing donated leave shall be considered as being on active pay status and shall accrue sick leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donate leave may be received. Probationary employees are not eligible to utilize accumulated sick leave, so they may not receive donated leave or donate accumulated leave during their probationary period. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit. Donated sick leave that is not utilized due to the employee's return to work, death or retirement will be returned to the donating employee on a prorated basis.

(E) The Union agrees to indemnify and hold harmless the Township from any and all claims, grievances, actions, or litigation involving the implementation and operation of the leave donation program, except for such matters which are expressly established herein as being the Township's responsibilities and/or duties under the leave donation program.

### 17.3 Personal Leave

Employees shall have three (3) unrestricted personal days of leave per year. An Employee shall provide the Employer with reasonable notice of the intended use of personal leave, except in the case of an emergency. Personal leave should not be used the day before or the day after a holiday. Personal days should not be used on snow plowing days or seal coating days. Personal leave must be used each year or it is lost. Scheduled personal leave days that Employer requires the Employee to work, may be carried over and used in the first quarter of the next year.

### 17.4 Jury Duty - - Court Appearance

(A) An Employee who serves as a juror or is subpoenaed to appear before a court, commission, board or other legally constituted body, authorized by law, will receive full pay from the Employer for the time the Employee is required to be in attendance.

(B) An Employee will also be compensated for attending a hearing or similar proceeding on behalf of the Employer, including time outside of the Employee's regularly scheduled hours.

(C) An Employee who is required to be in court or participate in a similar proceeding, wherein the Employee is a party to the action of proceedings, shall use personal leave or vacation time for said purpose. An Employee may, with prior approval of the Road Superintendent and/or Supervisor, be given unpaid leave of absence for such a purpose.

(D) All Employees utilizing these leave proceedings shall provide written documentation to the Road Superintendent and/or Supervisor concerning his or her participation.

### 17.5 Military Leave

An Employee who is a member of a reserve unit of the armed services of the United States, shall be entitled to an unpaid leave of absence from their employment for such time that they are required to be away from their employment.

### 17.6 Training Leave

If approved in advance by the Road Superintendent/Supervisor, and Employee shall be permitted a paid leave of absence for training for educational purposes undertaken to improve, maintain, or upgrade the Employee's skills.

### 17.7 Sabbatical Leave

(A) Employees may be permitted a temporary separation from active pay status, for educational purposes directed to improving the Employee's ability to perform the duties required by the Employer, with prior authorization from the Employer. Such a leave of absence will be on an unpaid basis, and will not exceed six (6) months in duration.

(B) During such a leave of absence, Employee shall continue to accrue seniority. However, Employee will not be entitled to paid fringe benefits, beginning with the next full month following the date of the start of the unpaid leave of absence. If permitted by the Employer's insurance carriers, the Employee may pay the premiums required to continue the Employee's Insurance coverage.

(C) Employees who utilize this unpaid leave of absence must provide Employer with a return to work date. The failure to return to work on the scheduled date will constitute absence without leave, and subject the Employee to appropriate discipline. Upon return to work, an Employee will be assigned to the same position held by the Employee at the time the leave of absence was taken. The Employee will receive compensation for the position which is consistent with the salary schedule in effect at the time of the Employee's return.

(D) An Employee may be permitted to return to work prior to the scheduled date for the Employee's return to work, with prior approval of the Employer.

### 17.8 Union Leave

The Employer agrees to permit the Union Steward, or authorized designee, a leave of absence without pay for up to six (6) days per calendar year for the purpose of engaging in official Union business. The Union agrees to provide the Road Superintendent/Supervisor with reasonable advance notice as to when the leave of absence is to take place. Every effort shall be made to ensure that such leave of absence does not disrupt the operation of Township business.

## 17.9 Bereavement Leave

(A) An Employee shall be granted paid leave for the death of a member of the Employee's "extended family" as provided in Paragraph C of this section. Such time shall not exceed three (3) working days unless the death necessitates travel to a location more than one hundred fifty (150) miles from Saybrook Township. In such cases, additional paid leave may be granted to the Employee as determined by the Employer on a case-by-case basis.

(B) An Employee may request a leave of absence for the death of a person outside the Employee's extended family. Any such leave will be an unpaid leave of absence except that an Employee may use any sick leave, personal leave, or vacation time accrued by the Employee.

(C) For the purpose of this Section (Bereavement Leave) only, an Employee's "extended family" includes the following persons: spouse, parent, grandparent, grandchild, children, step-children, step-grandchildren, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, legal guardian, and dependents or other household members residing with Employee.

## **ARTICLE 18 FAMILY MEDICAL LEAVE**

18.1 The Employer and Union agree to be bound by the terms and conditions of the Family Medical Leave Act (FMLA). The Employer agrees to afford all benefits of the FMLA to all Employees who have successfully completed their probationary period and who work a regular work schedule having a minimum of 34.75 hours per week.

18.2 The Employee must first exhaust all earned sick leave. The Employee may also use any earned vacation or personal days. The use of sick leave, vacation, or personal days will not extend the total amount of leave, i.e., up to twelve (12) weeks available to the Employee under FMLA. Except where the Employee is using available sick leave, an Employee who opts to utilize a leave of absence under this section will be on unpaid leave status for the duration of the leave of absence. The Employee will continue to receive hospitalization and life insurance coverage during the leave of absence in the same manner as are being provided to the Employee at the time of the commencement of the leave of absence.

## **ARTICLE 19 HOLIDAYS**

19.1 The following Holidays shall be recognized as "observed holidays". If any day designated in this section as an observed holiday falls on a Sunday, the next Monday is the holiday. If the observed holiday falls on Saturday, the preceding Friday is the holiday.

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Fourth of July	Christmas Day

19.2 Holidays Worked: Employees who are required to work an observed holiday except Thanksgiving Day, Christmas Day and New Year's Day, will be compensated at their regular hourly wage for the Holiday plus one and one-half (1 ½) times their regular hourly wage for hours worked.

19.3 Holiday Call-In: An Employee who is called to work on the following Holidays, Thanksgiving Day, Christmas Day and New Year's Day, will be compensated for hours worked at two (2) times their regular rate of pay.

## ARTICLE 20 VACATIONS

20.1 All Employees covered by this Agreement shall be entitled to the following vacation time, with pay, based upon their continuous years of service to the Township as a regular full-time or regular part-time Employee:

1 - 4 years	2 weeks (80 hours)
5 - 10 years	3 weeks (120 hours)
11 - 19 years	4 weeks (160 hours)
20-29 years	5 weeks (200 hours)
30 years and over	6 weeks (240 hours)

20.2 After the first vacation taken by an Employee, the Employee's anniversary date for the purpose of scheduling vacations shall be January 1<sup>st</sup> of each succeeding year.

20.3 If an Employee is separated from service in good standing (resignation, retirement, or layoff), the Employee shall be entitled to be paid for any unused vacation time. On the death of an Employee with accrued but unused vacation time, the amount of such vacation time shall be paid to the Employee's estate.

20.4 Vacation time must be used each year or it is lost. In the event that an Employee is unable to use vacation leave because of extraordinary circumstances or the Employer requires the services of the Employee, the Employee shall be permitted to carry over any earned and unused vacation to the following year. Any vacation leave carried over must be used during the first quarter of the next year.

20.5 All Employees must request vacation leave in writing prior to April 1 of each year. No more than two (2) Employees of the Road Department should be on vacation leave at the same time. In the event Employees request the same vacation time, seniority shall be used to resolve the scheduling conflict.

20.6 All Employees' vacation leave shall be used in weekly units, except that an Employee may use up to one (1) week of vacation leave on a daily or one-half (½) day basis, with the prior approval of the Employee's Supervisor.

**ARTICLE 21 OVERTIME**

21.1 Employees will receive time and one-half (1½) their regular rate for all hours worked in excess of eight (8) hours per day when that Employee works a regular workweek of forty (40) hours. Employees will receive two (2) times their regular rate for all hours on Sunday when that Employee works a regular workweek of forty (40) hours. In determining "hours worked" during the regular workweek for the computation of overtime, an Employee's use of vacation, sick leave, compensatory time, observed holidays, personal leave and other approved leaves of absence will be credited toward the determination of same.

21.2 All hours shall be maintained and utilized by the employee, in accordance with the Fair Labor Standards Act (FLSA). In the event of retirement, the Employee may elect to use said time or be paid in a timely manner, upon retirement. In the event of death, the employee's representative shall be paid for accrued time.

Use of accrued comp time:

Purpose: To keep a record and to control use of comp time, the following apply:

1. Comp time cannot interfere with the operations of the department and must be approved by the supervisor.
2. Comp time must be used in no less than fifteen (15) minute increments.
3. If an Employee wishes to use compensatory time off in lieu of receiving overtime pay, he/she may do so by indicating his/her option to the appropriate supervisor.
4. No more than seventy two (72) hours of comp time are permitted to be accrued.
5. Comp time shall be earned at a rate of time and one-half (1½) the employee's regular rate, except for Thanksgiving Day, Christmas Day, New Year Day and Sundays, which shall be earned at a rate of two (2) times their regular rate.
6. Employees must designate their option of using comp time or receiving overtime pay for each occurrence of overtime. Use of comp time and overtime payment may not be "split" for any one occurrence of overtime.

**ARTICLE 22 WAGES**

22.1 The Employer agrees to pay the following hourly rates of pay, effective for the first full payroll that includes the effective date mentioned below, for bargaining union members covered by this Agreement:

<b>Road Department Workers</b>	<u>Effective</u>	<u>Effective</u>	<u>Effective</u>
<u>Years of Service</u>	<u>2/1/15</u>	<u>2/1/16</u>	<u>2/1/17</u>
Probationary	\$16.32	\$16.66	\$17.08
6 months	21.72	22.14	22.70

5 years	21.86	22.32	22.88
10 years	22.00	22.44	23.00
15 years	22.10	22.54	23.10
20 years	22.20	22.64	23.20
25 years	22.30	22.76	23.34
30 years	22.42	22.88	23.46
<b>Township Secretary Full Time</b>			
Probationary	\$14.44	\$14.74	\$15.12
6 months	16.10	16.42	16.84
5 years	16.22	16.54	16.96
10 years	16.36	16.70	17.12
15 years	16.46	16.80	17.22
20 years	16.64	16.98	17.40
25 years	16.74	17.08	17.52
30 years	16.84	17.18	17.62
<b>Township Secretary Part Time</b>			
Probationary	\$11.16	\$11.38	\$11.66
6 months	13.90	14.18	14.52
5 years	14.04	14.32	14.68
10 years	14.20	14.48	14.84
15 years	14.30	14.60	14.98
20 years	14.44	14.74	15.10
25 years	14.52	14.80	15.18
30 years	14.66	14.96	15.32

New employees shall be placed at the probationary rate established for the classification for which they are hired. Upon completion of such probationary period, they shall move to the 6 month step of the wage scale, and thereafter to each succeeding step for the applicable anniversary of their hire date. When moving from one step to the next step on the salary schedule, an employee will receive the new rate of pay in the first full payroll following the effective date of the step movement.

22.2 Should a Township Secretary be required to perform, in addition to her own duties, normal non-disciplinary duties of the Office Manager, who is unable to perform her duties due to an extended illness or other employer approved absence in excess of eighty (80) consecutive work hours, a supplement of one dollar (\$1.00) per hour shall be added to her base wage during her regularly scheduled hours..

22.3 The employer will grant a yearly clothing allowance in the amount of Four Hundred Fifty Dollars (\$450.00) for each year of this Agreement to each Employee in the Road Department, excluding probationary Employees, for use in purchasing necessary clothing and/or steel toed boots for work. The amount will be paid in accordance with the existing past practice for Employee reimbursement. Said allowance will be calculated from January 1<sup>st</sup> through December 31<sup>st</sup> of each year.

Regular Full-time Office employees, excluding probationary Employees, shall be provided three (3) “uniform shirts” for each year of the contract. Regular Part-time employees shall be provided three (3) “uniform shirts” for each year of the contract.

Any employees that conclude their probationary period achieving regular status after January 1<sup>st</sup> shall receive a pro-rated portion of said allowance, or provided clothing, calculated by a per-month rate.

22.4 The Employer will reimburse Employees for the cost of Commercial Driver’s License. The Employee will be responsible for purchasing the CDL on the Employee’s own time, and will provide proof of purchase to obtain reimbursement.

### **ARTICLE 23 LEAD PERSON**

23.1 The Employer may, if it deems necessary, appoint a qualified non-management Employee to act as a Lead Person. A Lead Person may lead the efforts of other Employees in the Bargaining Unit or may do the work normally performed by a non-supervising management Employee. An Employee so appointed may continue to perform Bargaining Unit work during such assignment. Such Employee shall not take disciplinary action, prepare performance appraisals, or make value judgment regarding other Employees’ performance.

23.2 Selection of a Lead Person/Temporary Supervisor shall be made on seniority and a rotational basis, determined as qualified by the Union and the Employer, and who possess a minimum of four (4) years of service. Qualified employees who volunteer must be available at the time of the selection.

23.3 Effective February 1, 2015, an employee so temporarily assigned shall receive a Lead Person/Temporary Supervisor differential of two dollars and fifty cents (\$2.50) per hour for each hour worked up to and including eighty (80) hours as Lead Person/Temporary Supervisor. Effective February 1, 2016, an Employee so temporarily assigned, shall receive a differential of two dollars and seventy-five cents (\$2.75) per hour. Effective February 1, 2017, an Employee so temporarily assigned, shall receive a differential of three dollars (\$3.00) per hour.

23.4 Prior to the commencement of the assignment, the Employee shall be told whether the appointment will be on an hourly, daily, weekly, or longer basis. Normally, a rotation shall be a minimum of forty (40) hours, but shall be rotated after a current rotation is at least forty (40) hours.

### **ARTICLE 24 INSURANCE COVERAGE**

24.1 Effective March 1, 2015 and continuing through the end of this Agreement (subject to the provisions set forth in paragraph 31.1 of this Agreement), the Township agrees to pay the entire cost of the premiums for hospitalization/medical coverage, under the Aetna Bronze, 5500 SP Integrated W HRA Plan, as more specifically defined in the Schedule of Benefits, identified on Attachment 1, which is attached hereto and incorporated by reference.

24.2 All employees and their family members who are insured under the hospitalization and prescription coverages of the HRA Plan shall be eligible to be reimbursed for their network deductible and co-insurance medical expenses, as hereinafter provided, under the Employer's HRA Plan. The HRA Plan will include the following benefits:

- a. The HRA Plan will run on a calendar year basis for the term of this Agreement.
- b. For each calendar year, eligible employees and their insured family members shall receive reimbursement for their network deductible and co-insurance medical expenses incurred during the calendar year, in accordance with the provisions of the Aetna Bronze 5500 S P Integrated W HRA Plan. Employees taking single coverage shall be entitled to a \$5,000.00 Base HRA which shall be fully funded by the Employer. Additionally, employees taking single coverage shall be eligible for reimbursement in the amount of up to \$1,600.00 for the Wellness HRA. The exact amount of the employee's reimbursement under the Wellness HRA shall be determined by the employee's successful completion of the components of the Wellness Program as established under the Public Employee Benefits Association, PEBA Wellness Plan. Employees taking family coverage shall be entitled to a \$10,000.00 Base HRA which shall be fully funded by the Employer. Additionally, employees taking family coverage shall be eligible for reimbursement in the amount of up to \$3,200.00 for the Wellness HRA. The exact amount of the employee's reimbursement under the Wellness HRA shall be determined by the employee's successful completion of the components of the Wellness Program as established under the Public Employee Benefits Association, PEBA Wellness Plan.
- c. The Employer will pay an administrative fee of \$5.00 per employee per month for the debit card administrative fee and \$5.00 per employee per month for the Wellness Program administrative fee.
- d. An eligible employee may be required to present documentation of his/her network deductible and co-insurance expenses incurred by the employee or their eligible family member. All employees eligible to receive reimbursements under the HRA Plan agree to comply with all reasonable rules and regulations established by the insurer for the administration of the HRA Plan.

24.3 The Township also agrees to pay the premiums for single vision coverage for Employees, as more specifically described on page 3 of Attachment 1. The vision coverage will include a \$20.00 co-payment. Employees will have the option of paying the difference in premium costs between single and family coverage in the event they elect to receive family vision coverage. The Township and Union hereby acknowledge and agree that the HRA Plan described herein does not apply to the terms and conditions of the vision coverage. Accordingly, there will be no reimbursement for co-payments made by an Employee or family members who receive benefits under the vision insurance coverage.

24.4 Should the insurance carrier or the Ohio Township Association inform the Employer of any changes to the Schedule of Benefits, the parties agree to reopen their negotiations to address any such changes in the hospitalization/medical insurance coverage.

24.5 Employer agrees to inform the Union, in writing, of any change in insurance carrier at least thirty (30) days prior to the effective date for the change of insurance carriers.

24.6 Employer shall continue to have the exclusive right to select the vendor(s) to provide the Schedule of Benefits to bargaining unit members and to change vendor(s) at will. The Employer hereby agrees that any new plan will have a Schedule of Benefits comparable to the Schedule of Benefits which are being provided in the Renewal Plan.

24.7 Each Employee shall be entitled to receive group life insurance coverage in the amount of Fifteen Thousand Dollars (\$15,000.00) with the entire cost of the premiums to be paid by the Employer. The Employer shall have the exclusive right to select the vendors to provide the amount of life insurance coverage afforded herein.

24.8 The Union and Trustees agree to continue to participate in the Insurance Committee. The Insurance Committee shall consist of one bargaining unit employee and an alternate from the Union, one bargaining unit employee and an alternate from the International Association of Fire Fighters (IAFF), and the Township's Fiscal Officer and one Township Trustee. The Insurance Committee will explore alternatives for health care coverages and cost savings and will make recommendations for changes for the Townships insurance plan on or before Forty Five (45) days prior to the onset of each new plan year. The Township and Union agree to meet to review the recommendations from the Insurance Committee no later than fifteen (15) days prior to the new plan year.

#### **ARTICLE 25 SEVERANCE PAY**

25.1 Employees shall be compensated in a check at their regular rate of pay for thirty percent (30%) of unused, accumulated sick leave, upon death or retirement from employment with the Employer, up to a maximum of four hundred seventy five (475) hours for the term of the contract. Such payment is to be made to the Employee, or Employee's beneficiary, at a mutually agreed upon time between the Employer and the Employee's representative, but no sooner than thirty (30) days, not longer than ninety (90) days from the date of Employee's death or the Employee's official date of retirement.

#### **ARTICLE 26 STRIKES AND LOCKOUTS**

26.1 The parties fully subscribe to the intent of continuous operation of the Employer's various facilities during ours as scheduled during the life of this Agreement and/or any extension thereof. The Union agrees that it will neither condone nor authorize and form of strike during the life of this Agreement, and the Employer agrees that it will neither condone nor conduct any form of lockout during the life of this Agreement.

26.2 The Union agrees that, should there be any work stoppage during the life of this Agreement, it will exert every effort to terminate the strike, publicly proclaiming that the strike is illegal and unauthorized and publicly advising the employees to return to work immediately.

26.3 The Union further agrees that, in the event of any such unauthorized strike, the Employer may take disciplinary action against the Employee or Employees engaging in such a strike.

26.4 In consideration of the commitments made by the Union in the above paragraphs of this Article, the Employer agrees that it will not hold the Union responsible for any form of unauthorized strike so long as the Union observes those commitments in good faith.

## **ARTICLE 27 NEGOTIATIONS PROCEDURES**

27.1 The parties shall meet at places and times agreed upon at the beginning of the first meeting. Negotiations shall be conducted in a manner which will minimize interference with the required work schedule. The length of meetings as well as the times and places of the next meetings shall be agreed upon at the first meeting. All meetings shall be closed to the public.

27.2 The Employer, or the designated representative of the Employer, will meet with representatives designated by the Union for the purpose of discussing and reaching agreement. Each team shall have no more than four (4) members.

27.3 While no final agreement shall be executed without ratification by the Union and adoption of the Employer, the negotiating teams will have the authority to make proposals, consider proposals, and make tentative agreements.

27.4 Prior to and during the period of negotiations or impasse, the Employer and the Union agree to provide to each other relevant data and supporting information concerning the issue or issues under consideration.

27.5 Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period of time within which to caucus in privacy.

27.6 As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issue, subject to final ratification by the Union and adoption by the Employer.

27.7 When a tentative agreement is reached between both teams on all articles, the Union shall present the tentative agreement and recommend its approval by the membership, and the Employer's team shall present the tentative agreement and recommend its approval by the Employer.

27.8 The parties agree to discuss all issues in good faith in an effort to resolve them within sixty (60) days of the onset of the first negotiation session. When either party determines that the parties have reached impasse, the parties shall jointly submit all unresolved issues to mediation

with the Federal Mediation and Conciliation Service (FMCS). The first mediation session shall begin within ten (10) days of the appointment of this agreement. Upon mutual agreement, the parties may extend the mediation process in an attempt to resolve all outstanding issues. The parties intend, and hereby do agree that the aforementioned mediation process constitutes their exclusive dispute settlement procedure as is contemplated by Section 4117.14. O.R.C.

#### **ARTICLE 28 SAVINGS CLAUSE**

28.1 It is hereby agreed that if any portion of this Agreement, or the application of any provisions of this Agreement, shall be declared invalid by any court, or by reason of existing or subsequent legislation, the remaining part or parts thereof shall remain in force.

#### **ARTICLE 29 ACKNOWLEDGMENT OF COMPLETE AGREEMENT**

29.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understanding and agreements arrived at by the parties, after the exercise of the right and opportunity, are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations. The parties further agree that no changes or amendments will be made to this Agreement, unless same are memorialized in writing with the mutual consent of the parties.

#### **ARTICLE 30 SUCCESSORS AND ASSIGNS**

30.1 This Agreement shall be binding not only upon the Employer and the Union, but upon their successors and assigns.

#### **ARTICLE 31 DURATION OF CONTRACT**

31.1 This Agreement shall be effective from the date which the Board of Trustees approves the Agreement until Midnight on January 31, 2018. As further consideration for the receipt of the wage increases to be paid to bargaining unit members, the Union agrees to permit the Employer to reopen negotiations for health insurance issues only, in the event that the Expected Plan Cost for the Aetna Bronze 5500 SP Integrated W HRA Plan for plan year 2016 or 2017 significantly exceeds the actual cost for the then existing plan.

**Signature page to follow**

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed on this 8<sup>th</sup> day of APRIL, 2015.

**COMMUNICATIONS WORKERS  
OF AMERICA**

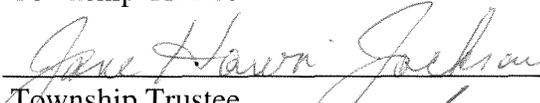
**BOARD OF TOWNSHIP TRUSTEES  
OF SAYBROOK TOWNSHIP**

  
\_\_\_\_\_

  
\_\_\_\_\_

Township Trustee

  
\_\_\_\_\_

  
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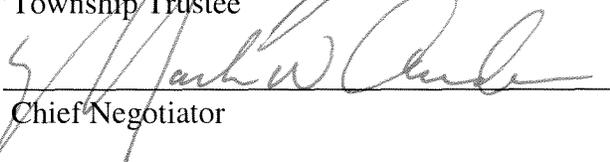
Township Trustee

  
\_\_\_\_\_

  
\_\_\_\_\_

Township Trustee

\_\_\_\_\_

  
\_\_\_\_\_

Chief Negotiator

Approved as to legal form only:

  
\_\_\_\_\_

Nicholas A. Iarocci  
Ashtabula County Prosecutor

  
\_\_\_\_\_

Date



## SAYBROOK TWP IN ASHTABULA COUNTY

### COMPARISON OF KEY BENEFITS

Benefits	Current/Renewal MMO PPACA Bronze 5000	Aetna Bronze 5500 SP Integrated W HRA	PPACA NOTES
Employee Deductible Personal / Family	\$5000/\$10000- Network \$10000/\$20000 - Non-Network	\$5,500/\$11,000-Save Network \$6,000/\$12,000-HNO Network \$18,000/\$36,000 - Non-Network	3-1-15 Renewal Deductible Credit provided if move to Aetna
Employer Funded HRA Amount and Admin	\$5000/\$10000-Base HRA \$1350/\$2700-Wellness HRA	\$5,000/\$10,000-Base HRA \$1,600/\$3,200- Wellness HRA	100% Employer Funded Debit Card \$5 PEPM Amin Wellness \$5 PEPM Admin
Co-Insurance	80% Network 60% Non-Network	80%-60% Network 50% Non-Network	
Out-of-Pocket -OOP Personal / Family	\$8,350/\$12,700 - Network \$20000/\$40000 - Non-Network	\$6,600/\$13,200 - Network \$12700/\$25400 - Non-Network	Includes all Deductibles, Copays and Coinsurance Does not include HRA \$
Office Visits PCP/SPC	Deductible then Coinsurance	\$40/Ded & Coins then \$75	
Emergency Care Urgent Care	Deductible then Coinsurance Deductible then Coinsurance	Deductible then Coinsurance Deductible then Coinsurance	Preventive 100%
Prescription Drug	Deductible then Coinsurance	AFTER DEDUCTIBLE to OOP \$3/\$10/\$50/\$250/\$500 Max	
Monthly Premium	\$17,642/\$21,022	\$15,624	
Annual Ins. Premium	\$211,704/\$252,264	\$187,488	Fixed Expense
Max HRA and ER	\$241,300/\$241,300	\$250,800	Variable Expense
MAX Plan Cost	\$453,004/\$493,564	\$438,288	Amount to be Reserved
Expected Plan Cost	@\$330,000/\$370,000	@\$310,000	50% HRA expected

\*Comparison is for illustration only. Please see Plan Documents for complete details. Surplus funds stay with the Twp.