



ANDERSON TOWNSHIP ROAD MAINTENANCE DEPARTMENT
COLLECTIVE BARGAINING AGREEMENT

2015 - 2017

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This Agreement, by and between the Board of Trustees of Anderson Township, hereinafter referred to as the “Employer” and the Anderson Township Road Maintenance Association, hereinafter referred to as “ATRMA,” the parties to this agreement, will become effective and binding on January 1, 2015. The Employee Handbook as from time to time amended by the Employer, will complement this Agreement, but if there are any areas where the Handbook and this Agreement are in conflict, the Agreement will take precedence.

B. Definitions

The male gender is used in this Agreement for the sake of expediency and readability only. Anytime the pronoun “he” is used, it should be understood to mean “he/she”. Individual members of ATRMA are referred to as “Employees”. Wherever the term “Highway Superintendent” (“Superintendent”), AKA Director of Public Works, is used, it should also be understood to include the Leadman as designated, the Township Administrator or anyone authorized to act in the Superintendent’s absence. The Superintendent, and other position titles used herein, may also be referred to by other “working titles” without formally amending this agreement. Such working titles will not imply changes in the respective job descriptions. Whenever the term Township Administrator is used, it shall be understood to include the Assistant Administrator for Human Resources and the Assistant Administrator for Operations.

Article 1: Recognition

ATRMA represents and acknowledges that it is a *bona fide* labor organization for the purpose of bargaining collectively over the wages, hours, and other terms and conditions of employment on behalf of the employees whom it represents. Upon the representations of ATRMA and at its request, the Employer hereby recognizes ATRMA as exclusive representative for all employees within the unit consisting of all full time road maintenance employees.

On its part, ATRMA recognizes that what has been historically referred to as the Road Maintenance Department has continued to expand by adding new service roles, like building and grounds maintenance. The official name of the department was changed to the Public Works Department to better reflect those expanded services. ATRMA acknowledges that such new “divisions” and positions within them are not within ATRMA’s representation, and the Employer states that any such expansions will not have an impact on the number or role of the full time road maintenance Employees.

Article 2: Management Rights

The Employer retains the right to manage, direct, and supervise the work force as it sees fit except to the extent that such retained rights are specifically and expressly modified by the terms of this agreement. The Employer retains all rights, authority, and power of an employer except as otherwise specifically and

expressly modified herein. The Employer is free to implement changes in policy or operation during the term of this agreement, so long as such changes do not alter any of the terms specifically agreed upon herein. Any matters not specifically covered by this agreement shall be considered to be within the discretion of the Employer and shall be subject to local law or resolutions now existing or hereafter adopted.

Article 3: Discipline & Grievance Procedure

Disciplinary Action

In accordance with management rights, disciplinary action will be taken for just cause including but not limited to failure to follow directives and procedures as adopted by the Board of Trustees including safety procedures and guidelines (OSHA, etc.)

Grievances

- A. Definition - A grievance is a difference or dispute between an Employee and the Employer concerning the application, meaning or interpretation of the expressed terms of this agreement.
- B. Employee Rights - In all grievance proceedings, the Employee has the right to represent himself or to be represented by ATRMA or, at ATRMA or the Employee's expense, a non-legal professional in conflict resolution, and, if the grievance reaches the Board of Township Trustees, by legal counsel provided at ATRMA or the Employee's expense.
- C. Form of Grievance -
 - 1. Oral Grievance - The aggrieved Employee or his representative shall orally present the grievance to his Leadman or the Road Superintendent within three working days of the date on which the grievance arose or within three days of the date on which the employee knew or should have known of the grievable facts. The Superintendent shall render an oral decision within three days from the date that the grievance was submitted, and shall notify the Employee or his representative of the decision at the same time.
 - 2. Written Grievance - For a grievance to become official and require a written response from the Employer, it must be submitted on a form provided by the Superintendent, and shall include the following information: (1) a statement of the grievance and operative facts; (2) the article and section of the agreement allegedly violated; (3) the remedy requested; (4) the aggrieved employee's signature. All written grievances shall be settled in the following manner:
 - Step 1: If the grievance is not resolved as an oral grievance, the employee or his representative shall submit the grievance in writing on an approved form to the Superintendent within five days of the initial decision. The Superintendent shall conduct a hearing and shall render a written decision within ten working days from the date of the receipt of the grievance.
 - Step 2: If the grievance is not resolved in step one, the employee or his representative may submit an appeal in writing to the Township Administrator within five days of the Superintendent's decision. If such an appeal is filed, the Administrator shall conduct a hearing within ten working days and shall render a written decision within five working days thereafter.

Step 3: If the grievance is not resolved in step two, the employee or his representative, within ten days from receipt of the Administrator's response, may appeal the Administrator's decision by filing written notice with the Fiscal Officer of Anderson Township, requesting a hearing by the Board of Township Trustees. The Trustees shall conduct a hearing, at which the President of the Board shall preside, within thirty days of the receipt of the written notice of appeal, and shall render a written decision within thirty days after the hearing and notify the Employee of said decision at the same time.

If an Employee or his representative fails to comply with the procedure or time limits herein, the grievance shall be considered null and void. Thereafter, such grievance shall not be presented for consideration nor be made the basis for any action under this agreement or otherwise.

Article 4: Representatives

The Employer recognizes the right of the Employees covered by this agreement to elect two representatives from the members of the bargaining unit. The authority of the representatives so elected shall be limited to the following duties and activities:

1. The representation of ATRMA in negotiations with the Employer regarding wages, benefits, and other matters covered by this agreement; these representatives may negotiate directly, or ATRMA may choose to contract with a third party to represent it in such negotiations;
2. The investigation and presentation of grievances with the appropriate supervisor or Employer's agent in accordance with the provisions of this agreement;
3. The transmission of such messages and information, which shall originate with and are authorized by the Employees, provided such messages and information have been reduced to writing, or, if not reduced to writing, are of a routine nature and do not involve work stoppage or any other interference with the work of the Public Works Department.

The representative or alternate have no authority to take, encourage, or tolerate strike action, or any other action prohibited under this agreement or under the laws of the State of Ohio or of the United States of America, or any other action which interferes with the Employer's business, either directly or indirectly.

Article 5: Probationary Employees

Each new or rehired Employee shall be required to serve a probationary period of six months. If, at the end of six months, the Superintendent still has doubts about whether or not an probationary Employee should be continued, the Superintendent may, by submission to the Employee in writing with a copy to ATRMA, extend the probationary period an additional three months. A probationary Employee may be discharged at any time during the period of probation, in the sole discretion of the Employer.

Article 6: Compensation

On January 1st of 2015, employees will be compensated according to Exhibit C. For 2015, 2016 and 2017, Employees will receive respective increases in wages of 2.0%, 2.5% and 2.5% plus applicable step adjustments, if any.

Article 7: Demotions

When an Employee is demoted to a lower class position, he shall be paid at an established rate which is within the approved range for the lower position. The rate of pay shall be determined by the Employer, who shall consult with the Superintendent prior to such determination.

Article 8: Hours of Employment

A. Part-Time Employment:

Part-time employment does not entitle an employee to holiday, vacation, sick leave, medical or any other benefits under this Agreement, except those required by law, such as Workers' Compensation. Except to address emergencies such as snow removal on public roadways and disasters or for occasional or incidental activity, neither part-time employees nor non-ATRMA members shall be assigned to do duties typically performed within the ATRMA. For those emergencies/occasions when a CDL-licensed, but non-ATRMA Township Employee is required to perform a duty typically performed by a member of the ATRMA, that Employee will be paid at the same rate as an entry-level ATRMA member. Furthermore, said Employee will receive overtime pay (including Sunday double-time and four-hour minimum call-in pay) according to the provisions outlined in Article 16.

B. Work Week

During "summertime", typically from the beginning of the pay period which includes Memorial Day through the beginning of the pay period following Labor Day, Employee regular work hours may be comprised of 4/10s, i.e., 4 days a week, 10 hours per day, typically 7 a.m. to 5:30 p.m. , excluding Saturday and Sunday. At other times, Employees will work 5 days a week, 8 hours per day, Monday through Friday, 7 a.m. to 3:30 p.m.

C. Shift Structuring

During the period of 4/10s, the Employer has the recognized right to experiment with using crews on overlapping shifts. For example, one crew might work Monday through Thursday and another Tuesday through Friday. If Friday coverage can also be attained and productivity maintained by having one shift, comprised of Employees who so prefer to continue on 5/8s, such overlapping shifts may not be necessary. In any event, the days of work for any shift will be consecutive, and Employees will not be asked to split their regular work time on an hourly, in contrast to a daily, basis.

Article 9: Allowances

Employees who travel on official Township business or travel for training or professional development purposes shall be reimbursed for reasonable travel expenses as provided by the Employer and from time to time adjusted. All such travel must be pre-authorized by the Superintendent and approved by the Employer.

Article 10: Jury Duty

The Employer agrees to pay, at the normal rate of pay without overtime, an employee who is subpoenaed for jury duty, provided all reimbursements by the Jury Commissioner are turned over to the Employer; and provided further that such pay will be given only for regularly scheduled work days.

Article 11: Dues Deduction

The Employer agrees to deduct the periodic dues, initiation fees and assessments, if members of ATRMA present a signed deduction authorization to the Township Fiscal Officer.

Article 12: Health Insurance, Injury/Death Benefits & Worker's Compensation

The health insurance package and accidental injury and death benefits shall be maintained from year to year by the Employer at as close to the same (or better) level of coverage as reasonably possible.

The Employer will continue to pay deductibles and co-pays incurred under health insurance coverage. However, the Employer will have the option to have the Employee pay for the first \$70 of deductibles under a single coverage plan and for the first \$192 under a family plan. The Employer also retains the right to have the Employee pay for 50% of any premium increases for family coverage which is over and above that of the cost of single coverage.

In addition to endorsing appropriate Workers' Compensation Claims for job-related injuries, the Township will not oppose Workers' Compensation Claims submitted as a result of injuries incurred when Employees are responding to their work-sites on an emergency call-in by the Employer, provided such injuries are in the course of, and arise out of, the Employees' scope of employment and the Employee has followed all ORC regulations, Township policies and state traffic laws. When appropriate, the Township may utilize the Transitional Work Program, also known as work hardening, provided by the Ohio Bureau of Workers Compensation. A light duty work plan will also be utilized when appropriate.

Article 13: Other Employee Benefits

The Employer agrees to maintain or supplement other Employee benefits and policies as described in the Employee Handbook and made a part of this agreement through December 31, 2017.

Article 14: Layoff Procedure

Layoff of employees shall be made according to lowest seniority within the ATRMA, regardless of job classification. For example, those Employees with the least amount of time as members of the Association would be the first ones to be laid off from employment. The re-hiring of laid off Employees will follow the same criteria, in reverse. Those laid-off Employees with the most seniority within the ATRMA will be re-hired first.

Article 15: Residency

Employees must live within 45 minutes travel time during typical inclement weather conditions from the Maintenance Building located at 7954 Beechmont Avenue.

Article 16: Classifications and Wages

The following are the classifications, which shall extend for the term of this contract. (See Exhibit B for wage rates and ranges.)

- Mechanic
- Leadman
- Maintenance Worker #2
- Maintenance Worker #1

The duties of each classification may be changed by the Superintendent based on his assessment of Township needs.

Time and one-half shall be paid for authorized work over 40 hours per week with double time for Sundays and holidays. When called in after hours, Employees will be entitled to a minimum of four hours overtime pay except when the overtime occurs in a week during which an unexcused absence has caused a worker to be on duty less than 40 hours. An unexcused absence is any absence not covered by sick leave provisions or not approved in advance by the Superintendent. Hours are to be determined and recorded by the Superintendent. For purposes of this paragraph Sunday shall be considered the first day of the work week, even though it is not a regular work day. A rotation system for such "four-hour call-ins" will be established by the ATRMA and monitored by the Leadman.

In the event that an Employee is absent and deemed essential by the Superintendent, the Superintendent or other appropriate supervisor will assign another appropriate Employee to "move up" and assume the duties and responsibilities of the absent Employee. If such a "move up" assignment continues for at least 60 consecutive hours, said Employee will be compensated for the entire time of this assignment at the same rate as the entry pay of the position he is "covering" (See Exhibit B). The Employer will not unreasonably limit or restrict such assignments to avoid the additional compensation entailed.

Article 17: Non-discrimination

There shall be no discrimination as to religion, age, sex, handicap, marital status, race, color, creed, national origin or political party affiliation.

Article 18: Savings Clause

In the event that the Township becomes a civil service Township, civil service rules and regulations shall prevail. In the event that the Township becomes a city, municipal ordinances shall prevail.

Should any article, section, or portion of this agreement be held unlawful or unenforceable by any court or administrative tribunal of competent jurisdiction, then such decision shall only apply to the specific article, section or portion of this agreement voided by said court or tribunal. The remainder of this agreement shall remain in full force and effect.

Article 19: Expiration

This agreement shall be effective for three years, from January 1, 2015 to and including December 31, 2017. This agreement shall renew itself automatically from year to year after its expiration date unless

either of the parties hereto notifies the other party within sixty (60) days but not less than thirty (30) days prior to this expiration date of its desire to terminate or modify the agreement.

The ATRMA acknowledges on this _____ day of _____, 2015, that it received a true copy of this agreement, that this agreement is a final expression after full opportunity to bargain, and that further bargaining is waived during the term of this agreement except for the re-opener provisions specified herein.

For the:

BOARD OF TOWNSHIP TRUSTEES
OF ANDERSON TOWNSHIP

Representing the:

ANDERSON TOWNSHIP ROAD
MAINTENANCE ASSOCIATION

Vicky L. Earhart
Township Administrator

for the entire time of this assignment at the same rate as the entry pay of the position he is "covering" (See Exhibit B). The employer will not unreasonably limit or restrict such assignments to avoid the additional compensation entailed.

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Should any article, section, or portion of this agreement be held unlawful or unenforceable by any court or administrative tribunal of competent jurisdiction, then such decision shall only apply to the specific article, section or portion of this agreement voided by said court or tribunal. The remainder of this agreement shall remain in full force and effect.

Article 19: Expiration

This agreement shall be effective for three years, from January 1, 2018 to and including December 31, 2020. This agreement shall renew itself automatically from year to year after its expiration date unless either of the parties hereto notifies the other party within sixty (60) days but not less than thirty (30) days prior to this expiration date of its desire to terminate or modify the agreement.

The ATRMA acknowledges on this 19th day of December, 2017, that it received a true copy of this agreement, that this agreement is a final expression after full opportunity to bargain, and that further bargaining is waived during the term of this agreement except for the re-opener provisions specified herein.

For the:

BOARD OF TOWNSHIP TRUSTEES
OF ANDERSON TOWNSHIP



Vicky L. Earhart
Township Administrator

Representing the:

ANDERSON TOWNSHIP ROAD
MAINTENANCE ASSOCIATION



EXHIBIT A

HOLIDAYS:

There shall be 10 paid full holidays each year, consisting of New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day (observed the day after Thanksgiving), Veterans Day, Thanksgiving Day and Christmas Day.

In addition, one-half day shall be considered a holiday on Good Friday, Christmas Eve, and New Year's Eve with an additional one-half day to be used at the Employees' convenience.

VACATION ACCRUAL SCHEDULE:

Vacation time shall be as follows:

1-5 Years	Two Weeks
6-11 Years	Three Weeks
12-15 Years	Four Weeks

After 15 years of service, one additional vacation day is to be granted for every four years of service. After 25 years of service, an Employee will be granted five weeks of annual vacation.

An employee may not carry over from one calendar year into the next (January 1 to December 31) more vacation time than is earned in two (2) years of employment. For example, if an employee has been employed with the Township for six (6) years and earns three (3) weeks of vacation each year, the maximum of vacation that this employee can carry over is six (6) weeks. See the Vacation Accrual Schedule above for details regarding the accumulation of vacation time.

Employees must take at least one-half of their vacation before being paid for vacation and are encouraged to take at least five days of vacation consecutively, as a block. In the event that the Employer explicitly requests an Employee to cancel a scheduled vacation to address an emergency at work, the Employer will have a moral obligation to reimburse the Employee for any documented non-refundable expenses already advanced in anticipation of the vacation, such as airline tickets and pre-paid reservations.

PERSONAL DAYS:

Two personal days per year will be allowed for each Employee. Request for a personal day shall be given to the Superintendent at least one week in advance of the day desired to be taken. A minimum of 2-hour blocks may be taken, not to exceed two full personal days per year. Personal days are not carried over from year to year.

EMERGENCY CANCELLATION:

All approved vacation, holidays, and/or personal days are subject to change and/or cancellation by the Superintendent in the event of an emergency or situation wherein the effectiveness of the Department is, in the opinion of the Superintendent, seriously affected.

SICK DAYS:

No more than 15 days per year (10 hours per month) may be accrued for sick leave. An Employee may typically be off work with an illness or non-work-related injury for three days without a written physician's explanation. However, if in any calendar year, an Employee has used his sick time on ten different occasions/events, regardless of length of event, the Superintendent may require a physician's excuse before any additional absences that year are counted as sick time (see also Exhibit B, Physical Examinations).

Sick days may accumulate up to 150 days. Payment for accumulated sick days will be made upon retirement to a maximum of 62.5 days. Retirement shall be defined within the guidelines of OPERS.

In the event that the Employee concludes, or the Employer otherwise has definitive medical testimony, that the Employee will not be able to return to his position from an illness or off-the-job injury, and reasonable accommodation is inappropriate or cannot be made for a different job description, the Employer may, in advance, pay the full value of the Employee's remaining sick days, amiably terminate the Employee, and refill his position.

LIFE INSURANCE:

Life insurance coverage shall be provided at an amount equal to current annual base salary (up to \$165,000) plus \$15,000, and, in the case of accidental death, at double the level of the Employee's annual base salary (up to \$165,000) plus \$15,000. If any worker does not qualify for life insurance, he shall receive a stipend equal to the Employer's cost of his coverage.

EQUIPMENT FURNISHED:

The Township shall provide an allowance for safety boots at an expense not to exceed \$405.80 per year. For each year this Agreement is in effect, if the Superintendent determines through his major brand averaging method that the cost of safety shoes/boots has increased, he is authorized to proportionately increase the limit for shoes/boots by up to 5% per year.

UNIFORMS FURNISHED:

The Township shall also furnish the following work uniforms:

- 3 Jackets, one change per week
- 3 Coveralls, one change per week
- 11 Shirts, five changes per week
- 11 Pants, five changes per week

APPEARANCE:

The expectation is that, because proper uniforms are provided, all workers shall appear presentable, based on the particular duties at any time, as representatives of Anderson Township.

TRAINING AND TRAVEL:

- A. Compensation
Full-time personnel attending any school or training course during working hours will receive their normal rate of pay, providing that the school or training is job relevant and that their attendance has been pre-approved by the Superintendent and the Employer.
- B. Lodging
If the school or training is located too far from Anderson Township for reasonable or cost-effect commuting, The Employer will pay reasonable accepted rates for the area in which the school is located. If lodging is part of the school program offered, this rate will be acceptable.
- C. Meals
The individual will be compensated for meals according to Township policy and accepted standards for the area in which the school is attended.
- D. Mileage
Mileage will be paid for at the rate set forth by the federal government (income tax business expense purposes). Only mileage directly associated with attending school and approved official township business will be compensated. For purposes of this paragraph, commuting, even for a call-in, is not considered official Township business.
- E. CDL Renewal
The Township will pay the cost of renewal fees for CDLs for all employees required to maintain such licensure as part of their jobs. The benefit extends to renewal application fees only.

EXHIBIT B - PHYSICAL EXAMINATIONS

A. Fitness for Duty

Fitness-for-duty physical examinations may be required at various stages of an Employee's job. Even before being officially employed full-time and becoming a member of this bargaining unit, a complete fitness-for-duty physical exam shall be required. During employment, each Employee shall take an annual fitness-for-duty physical exam. In addition, if the Employer has reason to believe a) that an Employee's performance is suffering because of illness or injury or b) that job tasks may place the Employee at risk because of injury or illness, the Employee may be required to take a complete or partial physical exam to assess his/her ability to function and function safely in assigned duties.

These physical exams will be conducted, at the Employer's choice, by the Employee's own physician or by a physician selected by the Employer. Cost of each exam will be either provided through Township health insurance coverage or otherwise paid for by the Employer. The primary purpose of these physical exams is to identify any conditions which would limit or preclude the Employee's ability to safely conduct his/her essential job functions. In addition, the exams provide additional benefits to the Employee by establishing a baseline or benchmark of the Employee's state of health and identifying any occupationally related conditions early so that they may be addressed in a timely

manner. The results of the exams will be available to the Employee but will otherwise be kept in a locked file with access limited to a legitimate need-to-know basis.

B. Drug Testing

Because they drive/operate Township vehicles and equipment which is potentially hazardous to the general public, all Employees will, at the option of the Employer, be subject to two (2) or less random group drug tests per year, said tests to be conducted, if possible, by the same agency under contract for physical examinations and to follow National Institute on Drug Abuse (NIDA) guidelines on chain of custody. Furthermore, all Employees will be subject to individual drug or alcohol testing on a “for cause” basis. Cause would not be considered established except upon documentation by a supervisor and review by the Superintendent. Examples of cause might include unusual behavior, a vehicular accident of suspicious nature, or the smell of alcohol on an Employee’s breath. Before cause is determined to exist, the individual involved will be informed of the suspicion and have an opportunity to explain his behavior.

In the case of after-hours call-ins, any Employee who has consumed alcohol shall so inform the Superintendent by phone. Unless the call-in was anticipated (and therefore “automatic” that Employees should not drink alcohol while off duty), there shall be no disciplinary action resulting from an Employee so informing the Superintendent following the above call-in procedure.

In the event of a positive alcohol or drug test, a re-analysis would be automatically indicated prior to any department action. Furthermore, any time an Employee believes he is developing a tendency toward drug or alcohol abuse, he may avail himself of Employer rehabilitative support without fear of punitive action. In the event drug abuse is discovered through testing, rehabilitative efforts will be attempted prior to disciplinary action on the first offense. Any repeat offenders following attempted rehabilitation will be subject to dismissal.

EXHIBIT C – 2015/17 Hourly Pay Scale

Maintenance Worker I	Year 1	Year 2	Year 3	Year 4	Year 5
2014	\$18.96	\$20.15	\$21.33	\$22.52	\$23.70
2015	\$19.43	\$20.65	\$21.86	\$23.08	\$24.29
2016	\$19.92	\$21.17	\$22.41	\$23.66	\$24.90
2017	\$20.32	\$21.59	\$22.86	\$24.13	\$25.40

Maintenance Worker II	Year 1	Year 2	Year 3	Year 4	Year 5
2014	\$24.89	\$25.59	\$26.27	\$26.97	\$27.65
2015	\$25.51	\$26.23	\$26.93	\$27.64	\$28.34
2016	\$26.15	\$26.89	\$27.60	\$28.34	\$29.05
2017	\$26.67	\$27.42	\$28.15	\$28.90	\$29.63

Mechanic	Year 1	Year 2	Year 3
2014	\$28.15	\$29.85	\$31.50
2015	\$28.85	\$30.60	\$32.29
2016	\$29.58	\$31.36	\$33.09
2017	\$30.17	\$31.99	\$33.76

Leadman	Year 1	Year 2	Year 3
2014	\$28.68	\$30.28	\$31.86
2015	\$29.40	\$31.04	\$32.66
2016	\$29.98	\$31.81	\$33.47
2017	\$30.58	\$32.45	\$34.14