

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD

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In the Matter of the) Before Fact Finder: James E. Rimmel

Fact Finding Between:

International Brotherhood of
Teamsters, Local Union No. 377

And

Springfield Township,
Mahoning County, Ohio

(Case No.: 06-MED-06-0772

) Heard¹: 11 October 2006 and
4 December 2006

(Springfield Township, Ohio

) Issued: 12 January 2007²

APPEARANCES

For the IBT:

Robert S. Moore, Esq.
Attorney at Law

For the Township:

Nicholas Codrea
Labor Consultant

BACKGROUND

This matter came on for fact finding following the parties' impasse in negotiations over an initial collective bargaining agreement, a new bargaining unit having been certified by the State Employment Relations Board (SERB) upon petition from Local 377 of the International Brotherhood of Teamsters (IBT). While the parties were able to tentatively agree upon a number of Agreement articles (or sections of given articles), they are at fact finding with 49 unresolved contract articles/sections. The matters at impasse are as follows:

Article 2. Recognition – Sections 1, 2, 3 and 4

¹ Both parties proffered prehearing position statements in accord with O.A.C. Rule 4119.9.05(F), said statements being revised post the 11 October 2006 mediation session.

² While this matter was assigned to me on 11 September 2006, the parties entered into several extension agreements, the most recent running through 15 January 2007.

- Article 11. Seniority – Sections 3, 4 and 5
- Article 12. Layoff & Recall – Sections 1 and 2
- Article 13. Hours of Work & Overtime – Sections 1, 2, 3 and 5
- Article 14. Sick Leave – Sections 4, 5, 6, 7, 8, 12 and 16
- Article 17. Bereavement Leave – Sections 1 and 2
- Article 18. Vacations – Sections 1, 3, 4 and 6
- Article 19. Holidays – Sections 1, 3 and 5
- Article 24. Wages & Longevity – Sections 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12 and 13
- Article 25. Insurance – Sections 1 and 4
- Article 28. Uniform/Clothing Allowances – Sections 1 and 2
- Article 35. Take Home Vehicles – Section 1
- Article 36. Duration & Execution of Agreement – Sections 1 and 2

The genesis of this fact finding dates back to some point prior to 16 March 2006 when the IBT sought to represent Springfield Township (Township) Road Department personnel by filing with SERB a Petition for Representation Election, SERB Case 04-REP-11-0216. While certain discussions occurred between the parties and SERB personnel concerning the possibility of a “Consent Election Agreement,” those discussions failed for want of an agreement on what should be the “appropriate bargaining unit.” Later, however, the Township agreed to voluntarily recognize IBT “as the exclusive representative of all employees in the bargaining unit.” SERB, at its 16 March 2006 meeting in Columbus, Ohio, thus received and approved the following Motion:

. . . that the Board grant the Employee Organization’s Motion to Withdraw and dismiss the Petition for Representative Election in Case 04-REP-11-0216, and certify the Employee Organization as the exclusive representative of all employees in the bargaining unit pursuant to the Request for Recognition in Case 06-REP-01-0014.

Now, the parties at mediation and again at hearing affirmed their tentative resolution of specific Agreement articles, to-wit: Articles 1, 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 20, 21, 23, 27, 27, 30, 31, 33 and 34, the terms of each being attached hereto and made a part hereof as Exhibit “A”.

In any event, evidence and argument were received concerning each of the identified unresolved issues, all being considered and weighed in accord with the following criteria to the extent applicable to this newly established bargaining relationship:

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, given consideration to factors peculiar to the area and classification involved;
- (c) The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (d) The lawful authority of the public employer;
- (e) The stipulations of the parties;
- (f) Such other factors, not confined to those listed in the section, which are normally or traditionally taken in consideration in the determination of the issues submitted in final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

While mediation efforts did not yield an agreement, it did cause both parties to amend certain positions which, during hearing, led to verbal agreement on various sections/paragraphs previously in dispute. Those agreements /understandings are codified in this report. This record, however, is less than precise as to relevant cost data,³ with the parties opting to rely on estimates, assumptions, etc. In any event, available data, with some additional calculations by me, reflect that this Union is seeking wage and benefit adjustments in excess of fifty percent (50%) over present employment cost levels for the employees in this bargaining unit. And, while both parties cited “comparative” data concerning other road department bargaining units, these comparative claims were simply not developed sufficiently to accept that being claimed as to the relevance of such to the unit presently before me. For example, neither party offered much in the way of bargaining history, including, but not limited to, length of relationship; prior

³ In referencing the void in relevant cost data, it is appropriate to note the Employer has not advanced an inability to pay argument instead relying upon what it considers to be “reasonable” proposals consistent with that granted other bargaining unit employees within Springfield Township, namely, police officers.

granted/agreed to increases; size of unit; equipment operated; roadway mileage responsibility within the 25 square miles of cited Township(s); growth/income trends; etc. Likewise, while there was considerable debate over the import of the job title "Superintendent," including whether a Township was statutorily⁴ required to have such a position, nothing was provided to show what the respective "Superintendents" actually do. The reality of this matter is that job titles without a detailed description of applicable knowledge, required skills and accountability data cannot be relied upon in assessing the comparable worth of jobs. This is why many employers today do not consider titles when looking at résumés or the like. Put simply, it is the job description that matters and not titles. In any event, I am not in a position to conclude that the Road Superintendent for Springfield Township is responsible for the same type of personnel, data, costs, etc. as the Road Superintendents for Poland, Canfield, Hubbard, Liberty, Austintown, Warren, Weathersfield, Boardman Townships as well as the Cities of Youngstown, Warren, Newton Falls, Campbell and Canfield. While I believe most of the basic duties may be quite similar, this belief cannot to be confirmed on this record.

Likewise, it needs to be noted these negotiations are occurring in Northeastern Ohio where over one-half of the State's 200,000 plus job losses during the period of 2000-2005 occurred, losses heavily dominated in high wage manufacturing jobs. And, as noted by George Zeller⁵ in his April 2006 report these latter losses have a compounding effect on local economies, Zeller stating as follows:

The average manufacturing job in Ohio currently generates \$46,203 in annual paycheck earnings. The average earnings of a nonmanufacturing Ohio job is [sic] currently \$28,324. Rapid losses of manufacturing jobs that pay \$46,000 have been much more damaging than slower losses among jobs outside manufacturing that pay \$28,000 per year. At the same time, the ripple effect of manufacturing job losses is very strong in Ohio. Large manufacturing job losses caused losses of other jobs outside the manufacturing industry in Ohio counties.⁶

He additionally emphasized the impact of these losses on Northeast Ohio counties stating as follows:

⁴ See ORC Section 55-1.02

⁵ George Zeller is an Economic Research Analyst for The Center for Community Solutions who published a report in April, 2006 titled **Economic Indicators, Job Growth in Ohio Counties**.

⁶ *Id* at 3

The fifteen counties of northeastern Ohio contain 36% of Ohio's total employment. Yet, between 2000 and 2005, 55% of Ohio's net job losses were suffered in northeastern Ohio. There is no question that northeastern Ohio suffered much more severely from the 2000's recession than most other regions of Ohio did. More than half of Ohio's net job losses between 2000 and 2005 were located within northeastern Ohio counties. All northeastern Ohio counties lost jobs during the recession except for Medina, Summit, and Geauga Counties. Both Trumbull (Warren) and Carroll (Cadiz) Counties lost more than 10% of their total employment. More than half of Ohio's net loss of total employment was accounted for by northeastern Ohio alone. The Youngstown, Cleveland and Canton Metropolitan Statistical Areas lost employment, while only the Akron metropolitan statistical Area gained jobs.⁷

Finally, Zeller reports while Ohio experienced an overall job reduction during the above-mentioned period of -3.8% with NE Ohio at -5.7%, he found that the Youngstown MSA experienced a reduction of -8.6%.⁸ These data are noted given the "other factors" element provided under the above-quoted criteria that is to be weighed by a fact-finder in making recommendations.

With these record limitations in mind and with due consideration of applicable statutory requirements and proffered evidence/argument, I make the following recommendations:

Article 2 – Recognition⁹
Sections 1, 2, 3 and 4

RECOMMENDATION

Section 1. The Township recognizes the Union as the exclusive certified bargaining representative of all employees employed in the job classifications certified as the Bargaining Unit by the State Employment Relations Board in case No. 06-REP-01-0014 as follows:

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

EXCLUDED: All other employees of the Employer.

⁷ Id at 4 & 5.

⁸ Id at 5.

⁹ Throughout these proceedings the parties proffered proposals that were identical or very similar. They, however, had not finalized their agreements in writing. Thus, for record purposes and this report, they have been viewed as unresolved issues, although consensus terms used by the parties have been incorporated into this report with only a few exceptions.

Section 2. If, during the term of this contract, the Township establishes non-Bargaining Unit supervisory job classifications or additional non-bargaining employment positions, written notice of the same shall be provided to the Union so that interested Union members may make application for and/or submit resumes for said positions.

Section 3. If a disagreement arises between the Township and the Union as to whether a position belongs in the Bargaining Unit, the parties will discuss the issue. If the parties are unable to reach agreement on the issue, they shall file a petition with SERB requesting a Unit Clarification determination. This Section establishes mutual consent under O.A.C. Section 4117-5-01 (E) (2).

Section 4. Save for an emergency situation, as defined under this Agreement, non-bargaining unit employees shall not perform any bargaining unit work, i.e., with the exception of seasonal/casual employees consistent with past practice.

RATIONALE: At fact finding, the parties modified earlier positions leading to consensus on of the above, save for the referenced SERB Case Number under Section 1. Since SERB Minutes dated 16 March 2006 succinctly state that the Union's original petition was voluntarily withdrawn on Motion from the Union, that Case Number is simply irrelevant as to SERB's actual certification of the Teamsters as the exclusive collective bargaining agent. Accordingly, Case No. 04-REP-11-0216 need not be cited under Article 2 of the parties' Agreement.

Article 11 - Seniority¹⁰
Sections 1, 2, 3, 4, 5 and 6

RECOMMENDATION:

Section 1. Seniority is defined as the length of time an employee has been continuously employed by the Township, using the calculations for township service time that is utilized by the Public Employees Retirement System (PERS). An employee shall have no seniority during his probationary period, but upon the successful completion of the probationary period, seniority shall be retroactive to the employee's date of hire.

¹⁰ At mediation and again at hearing, the Union strongly challenged Management's right to advance arguments/positions on Articles/Sections the parties had apparently consummated tentative agreements on during earlier negotiations. The Employer, in turn, contended those so-called earlier agreements were the product of misleading, bad faith discussions with the Union and, in any event, that it is not precluded statutorily or otherwise from revisiting these matters. Whether the position of the Employer represents "regressive bargaining" or some other form of improper conduct, I need not decide. The fact is there are no agreed-to negotiating rules between these parties precluding the revisiting of "tentative agreements" consummated prior to fact finding. I am thus obliged to consider what has been identified as unresolved at fact-finding.

Section 2. A part-time employee, who is hired to a full-time position, shall have his part-time service computed into full-time service using the same calculations of service time that is used by the Public Employees Retirement System (PERS). This calculated time shall be added to the employee's seniority in accordance with Section 1 above.

Section 3. An employee shall automatically lose all his seniority when one or more of the following occur:

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

Section 4. In all matters wherein the employer shall give consideration and evaluate two (2) or more employees with a particular classification on a comparative basis, such as, but not limited to, job vacancies, promotion, and demotion, said selection shall be awarded on the basis of seniority, provided the candidates ability and physical fitness are relatively equal. Should the Employer select a junior service employee under this Section, the Township will bear the burden of proof in arbitration should the selection be challenged by the Union.

Section 5. Operators shall include:

- a. All snow and ice control truck drivers
- b. Cutter bar, mower and brush hog operators
- c. Front end loader operators
- d. Backhoe operators
- e. Roller operators
- f. Tar truck operators
- g. Sewer jet truck operators
- h. Motorized wood chipper operators
- i. Welders
- j. Street sweeper operators
- k. Road grater operators
- l. The operators will continue to perform tasks which they have historically performed and other assigned tasks relative to their positions

Section 6. All bargaining unit job vacancies and new job openings will be posted for bid for five (5) working days. All bids will be awarded in accordance with the provisions of Section 4 above.

RATIONALE: A modified as opposed to an absolute seniority provision appears to be more in order given the burden recommendations provided and the potential pitfalls associated with the latter. Likewise, there is no evidence of record

showing arbitrary or capricious conduct by this Employer in questions of seniority. While the issue of seniority is quite important to employees and their bargaining agents, and rightly so, some balance in rights' appears to be in order in this instance. And, the matter of employee safety requires that those selected to fill a job vacancy be qualified to do the work assigned to them. Put simply, an unqualified employee is a danger to himself as well as others. In any event, an absolute seniority system does not provide sufficient safeguards against this possibility.

Article 12 – Layoff and Recall

Sections 1, 2, 3, 4 and 5

RECOMMENDATION:

Section 1. When the Employer determines that a layoff is necessary due to lack of work or lack of funds, the Employer shall notify the affected employee(s) at least seven (7) days in advance of the effective date of layoff. The Employer, upon request from the Teamsters, agrees to discuss, with representatives of the Teamsters, the impact of the layoff on bargaining unit employees.

Section 2. Layoffs shall be made in order of Seniority, with the most junior employee to be laid off first, up to the number of employees to be laid off. It is further understood that before any full-time employees are to be laid off, all part-time, seasonal, casual, and reserve employees must first be eliminated by seniority.

Section 3. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Section 4. Notice of recall shall be sent to the employee(s) by registered mail with a copy to the Teamsters. The Employer shall have been deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address of the employee.

Section 5. The recalled employee shall have ten (10) calendar days following the date of the receipt of the recall notice to notify the Employer of the employee's intention to return to work.

RATIONALE: Language as modified in revised hearing proposals was agreed-to by the parties, language which is recommended above for adoption in the parties' collective bargaining agreement.

Article 13 – Hours of Work/Overtime
Sections 1, 2, 3 and 4

RECOMMENDATION:

Section 1. The normal workweek shall be forty (40) hours defined as five (5) consecutive eight (8) hours days of Monday through Friday. The normal workday shall be 7:00 a.m. to 3:00 p.m.

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

Section 3. All hours actually worked in excess of the normal eight (8) hour workday or the normal forty (40) hour workweek shall be considered overtime and paid at the rate of time and one half (1 ½).

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

RATIONALE: The Union requests for comp time, Sunday as such premium and guaranteed forty (40) hour workweek is deemed excessive for this initial agreement, especially in light of other demands of record. This is especially so when there is a void in relevant costs data and other supporting cogent evidence.

Article 14 – Sick Leave
Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16

RECOMMENDATION:

Section 1. Crediting of sick leave. Full-time employees shall earn sick leave at the rate of 4.6 hours for each eighty (80) hours of service.

Section 2. Accumulation of sick leave. Unused sick leave for regular full-time employees may be cumulative up to two thousand (2,000) hours.

Section 3. Sick leave accumulated during authorized absences. Employees absent from work on authorized holidays, sick leave, vacation leave, or on special leave of absence with pay, shall continue to accumulate sick leave at the rate prescribed in Section 1 above, except that the period of accumulation shall not exceed six (6) months.

Section 4. Use of sick leave. Sick leave may be used only for absence due to personal illness, pregnancy, injury, exposure to contagious diseases which could be communicated to other employees, and pregnancy illness, injury and death in the employee's immediate family.

Section 5. Definition of immediate family. Immediate family under this Article includes spouse, father, mother, children, brother, sister, parents-in-law, son/daughter-in-law, stepchildren, stepparents and grandparents.

Section 6. Notification by the employee. When an employee is unable to work, he shall notify the police dispatcher as soon as possible, but no later than one (1) hour before the time the employee is scheduled to report to work.

Section 7. Evidence required for sick leave usage. The Supervising Trustee or his designee may request proof of illness or injury if the absence continues for at least three (3) days. If the illness or injury continues for more than four (4) calendar days, weekly written reports from a physician must be presented if requested by the Supervising Trustee or designee. Any employee fraudulently obtaining sick leave may be, in accord with Article 8, suspended or dismissed.

Section 8. Return to work examination. Upon reasonable suspicion that an employee who has been absent due to personal injury or illness, is disabled from the performance of his duties, or that his return will jeopardize the health or safety of other employees, the Supervising Trustee or his designee may require that employee, prior to and as a condition of his return to duty, be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return will not jeopardize the health and safety of other employees. Any employee sent by the Supervising Trustee to be examined by a physician will be paid for the required time, including travel.

Section 9. Transfer of sick leave credit. An employee, who transfers from one township position, or from another public agency in Ohio, shall be credited with the unused balance of his accumulated sick leave, but not in excess of the accrual limit effective for employees of the Township.

Section 10. Charging of sick leave. Sick leave shall be charged in minimum units of one (1) hour.

Section 11. Sick leave conversion. Full-time employees, with ten (10) or more years of service, who retire, are disabled, die, or are separated from employment, for reasons other than discharge for cause, may elect at the time of retirement, death, or separation to be paid in cash, at the current rate of pay, for any unused sick leave the employee may have accrued. Such pay out shall be determined by the rate of forty percent (40%) or all unused sick leave, not to exceed a payment of eight hundred (800) hours.

Section 12. Abuse of sick leave. Any proven abuse of sick leave or patterned use of sick leave shall be just and sufficient cause for discipline.

Section 13. Sick leave assistance bank. Employees who have accrued a sick leave balance of five hundred (500) hours shall be permitted to donate zero to forty (40) hours of their sick leave per pay period to be applied to the sick leave bank of an employee who has exhausted his/her sick leave accrual.

Section 14. Notification of sick leave assistance bank participation. Employees shall notify the Supervising Trustee, in writing, of their intent to participate in the sick leave assistance bank.

Section 15. Full-time employees shall be eligible for a Sick Leave Bonus under the following schedule:

<u>January 1 through June 30</u>	<u>July 1 through December 31</u>
0 hours of leave = \$100	0 hours of leave = \$100

Section 16. Those employees eligible for the Sick Leave Bonus shall receive their bonus in the first complete pay period following the end of the six month period, as such is defined in Section 15 above.

RATIONALE: That which appears here is primarily reflective of that verbally agreed-to at fact finding with several minor changes by me. Those items that remained in dispute have been addressed in recommendations or omitted for want of cogent justification for that requested.

Article 17 – Bereavement Leave Sections 1 and 2

RECOMMENDATIONS:

Section 1: In cases of death in the immediate family, a full-time employee will be permitted three (3) consecutive working days at regular pay for each day off, provided that one of those days is the day of the funeral. A full-time employee will be permitted one working day off with pay in cases of death of siblings-in-law.

Section 2. Immediate family includes spouse, father, mother, children, children-in-law, grandchildren, stepparents, brother, sister, parents-in-law, son/daughter-in-law, stepchildren and grandparents.

RATIONALE: While this represents a fairly broad definition of immediate family, which proposed here by the Union, for the most part, was not shown to be unreasonable. It does, however, represent a benefit which must be weighed under the overall economic package under this Agreement.

**Article 18 – Vacations
Sections 1, 2, 3, 4, 5, 6 and 7**

RECOMMENDATION:

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

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

Section 2. Length of service for this Article shall be the employee's seniority as defined in Article 11, Section 1.

Section 3. Employees may carry over up to six (6) weeks of vacation leave to be used in the year immediately following the year completed, unless otherwise extended by the Trustees. Employees will be paid for any unused vacation time.

Section 4. Each year of the contract, each full-time employee shall be given an opportunity to select his vacation preference in January of each year. Initial selections will be made in seniority order. Requests made after the month of January shall be approved on a first-come, first-served basis. Vacations may be taken in increments of one hour or more.

Section 4 (A). Upon death of a full-time employee, all accrued vacation time (pro-rated to the time of the employee's death) shall be paid to a designated beneficiary; if no beneficiary, then to the employee's estate.

Section 5. A full-time employee, who has earned vacation time by reason of being employed in another department, shall be able to transfer his vacation time to this department, should the employee elect to do so.

Section 6. A full-time employee who leaves the service of the Employer and has unused vacation time, shall have that amount paid in full upon leaving.

Section 7. A full-time employee hired by the Employer who has earned and accumulated vacation time through employment with the State of Ohio or any other political subdivision of the State of Ohio, within ten (10) years of being hired by the Employer, shall be allowed to transfer PERS time to the Employer.

RATIONALE: While it is true that other jurisdictions with Road Department bargaining units provide for a more liberal vacation schedule, that being recommended here is reasonable, especially given the breath of the wages and benefits being sought/ recommended. It must be also emphasized that this department of two cannot easily fill in for an employee who is off for any reason, including vacation. And, when this benefit is considered in conjunction with paid holidays and personal days, it must be considered quite reasonable for a unit of two.

**Article 19 – Holidays
Sections 1, 2, 3, 4 and 5**

RECOMMENDATION:

Section 1. All full-time employees shall receive the following paid holidays:

New Years Day	January 1 st
Martin Luther King Day	3 rd Monday of January
President’s Day	3 rd Monday of February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day.....	1 st Monday of September
Columbus Day	2 nd Monday in October
Thanksgiving Day	4 th Thursday of November
Day after Thanksgiving.....	Friday after Thanksgiving
Christmas Day	December 25 th

Section 2. Employees must work their scheduled day before and after the holiday to be entitled to the holiday pay if the employee is scheduled to work the holiday.

Section 3. Full-time employees who are scheduled to work on a designated holiday, as defined in Section 1 above, shall receive one and one-half (1 ½) times his regular rate of pay, in addition to receiving his regular holiday pay allowance. Part-time employees, if included in the bargaining unit shall receive time and one-half (1 ½) for all hours worked on New Years Day, Independence Day, Thanksgiving Day or Christmas Day.

Section 4. In addition to the holidays above, all full-time employees shall receive three (3) personal days per calendar year. All personal days must be taken in the calendar year in which they are received.

Section 5. Absent an emergency, an emergency to be proven by the requesting employee, all requests for use of personal days shall be submitted in writing to the Supervising Trustee seven (7) days prior to the date requested. If an emergency arises that prevents the employee from requesting a personal day seven (7) calendar days in advance, operational needs and scheduling may prevent an approval of said request. Such approval, however, shall not be unreasonably denied.

RATIONALE: The record indicates that Road Department personnel have been receiving holiday allowance for the day after Thanksgiving for at least three (3) years, a practice confirmed by the Township Clerk. Given this practice and as part of the overall economic package under this initial agreement, this practice is incorporated under the above-recommended provisions. The Union's request for double and one-half time pay for time worked on any holiday in addition to holiday allowance is considered excessive in this initial Agreement.

Article 24 – Wages and Longevity
Sections 1, 2, 3, 4, 5 and 6

RECOMMENDATION:

Section 1. Effective June 26, 2006, the wage rates for bargaining unit personnel under this Agreement shall be as follows:

- A. Road Superintendent \$19.55
- B. Assistant Road Superintendent \$17.38

Section 2. Effective January 1, 2007, the wage rates shall be as follows:

- A. Road Superintendent \$20.14
- B. Assistant Road Superintendent \$17.90

Section 3. Effective January 1, 2008, the wage rates shall be as follows:

- A. Road Superintendent \$20.74
- B. Assistant Road Superintendent \$18.44

Section 4. The wage rates above reflect compensation levels that include all classification proficiencies possessed by employees at the time of this Agreement's execution.

Section 5. Full-time employees shall be paid by separate check in the first pay period in November; payment for their longevity based upon their Article 11 Seniority as follows:

Completed Years of Service	Amount
5-9	\$200
10-14	\$350
15-19	\$500
20>	\$650

Section 6. The compensation of employees who are members of the Ohio Public Employees Retirement System (OPERS) shall be reduced by the full amount of the employee's contribution required by the pension board. This amount shall be paid by the Employer to the pension board on behalf of the employees. The amount paid on behalf of the employee shall be added to the salary when calculating pensions and other benefits, and is subject to Township income tax, if it becomes applicable.

Section 7. Employees shall receive \$5.00 per hour for all hours they are required by the Supervisory Trustee to be "on call."

Section 8. Employees suffering damage to their personal property on a job site while in the service of the Employer will be reimbursed on a reasonable basis by the Employer to replace that property.

Section 9. Employees required to use their own vehicle in the service of the Employer will be reimbursed by the Employer at the mileage rate established by the Internal Revenue Service.

Section 10. Employees temporarily assigned to work in a lower job classification will continue to receive their regular rate of pay. Employees temporarily assigned to work in a higher job classification for an hour or more will receive the rate of pay for that classification for all hours worked in that classification.

Section 11. Employees operating Township vehicles without damage and without an accident during the period of December 1st through November 30th shall receive a Safe Driving Bonus of one hundred dollars (\$100.00) in the first pay of December of each year.

Section 12. If required by the Trustees, employees carrying personal cell phones to conduct Township business will be reimbursed fifty dollars (\$50.00) per month by the Township. To receive this stipend, the employee must provide the Trustees, in writing, his cell phone number.

Section 13-Equity Adjustment Effective January 1, 2008
Road Department bargaining unit employees will receive a one

percent (1%) equity adjustment in their base wage in addition to the increase provided above under Section 1.

RATIONALE: The above wage recommendations reflect a basic wage adjustment over the term of the new Agreement of nearly twelve percent (12%) in wages alone, an adjustment that must be viewed in light of an approximate twenty percent (20%) roll-up factor. Likewise, the other recommended changes, including longevity and miscellaneous stipends must be considered vis-a-vis cited comparables, economic conditions generally in Northeast Ohio, Township willingness to propose a basic health insurance program with no premium pay requirements of employees, etc. The fact that the Employer may currently have the ability to pay wages higher than being recommended here does not, per se, justify the overall economic package being sought by the Union, a package envisioning increases in employment costs over term in excess of fifty percent (50%). It is for this reason and many others that the Union's request for a PERS pick-up by the Township was not recommended. And, while the cited comparables are lacking in certain relevant data, they cannot be summarily dismissed. These data do suggest that employees in this recently organized bargaining unit are lagging behind others performing **similar** work. It is for that reason I have recognized the need for an equity adjustment in these recommendations.

**Article 25 – Insurance
Sections 1, 2, 3, 4 and 5**

RECOMMENDATION:

Section 1. The Township will provide and pay the full premium on behalf of each full-time employee for hospitalization, medical, dental, and eyeglasses. The minimum coverage shall be that in effect as of June 26, 2006. During the term of this Agreement, the Employer shall have the option of creating a fully funded Employee Health Savings Account (HSA) or equivalent plan provided the coverages and cost to employees' in-Network are at comparable levels. Coverages under the current plan and the HSA plan are attached to this Agreement as Appendix A.

Section 2. Prescription co-pays shall be \$10.00 GENERIC, \$20.00 TIER TWO and \$30.00 TIER THREE, with a mandatory generic enforcement component. If a TIER TWO or TIER THREE drug is chosen by the employee, over the generic, the cost will be TIERED drug co-pay plus the difference in cost between the TIERED drug and the generic drug. If a brand name is specifically prescribed for medical reasons, or a generic is unavailable at the time, then the TIERED co-pay shall apply.

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

Section 4. The Township will provide and pay the full premium for all full-time employees for a life insurance policy in the current face value of twenty-five thousand dollars (\$25,000.00).

Section 5. The Employer will provide a sickness/accident policy in the amount of five hundred dollars (\$500.00) per month for each full-time employee.

RATIONALE: The above reflects that verbally agreed-to at fact finding given Employer assurance that the HSA plan attached in Appendix A under this Article addresses the Union's issue of Network deductibles. This proviso, moreover, provides a health insurance program that most Township residents no longer are able to secure via their employer or individually, a truly good benefit for one working today in Northeastern Ohio. And, while this level of benefit may not be atypical in comparison to other Mahoning County road departments, it is so in private and other public area labor agreements

Article 28 – Clothing Allowance

Section 1

RECOMMENDATION:

Section 1. Full-time employees shall receive a uniform allowance in the amount of two hundred dollars (\$200.00) effective July 1, 2007. Said uniform allowance will be issued by check in the pay period closest to July 1 in each calendar year. Effective 1 July 2008, this allowance will be increased to three hundred dollars (\$300.00).

RATIONALE: Given the nature of work performed by these bargaining unit employees and comparative data of record, the recommended scheduled stipend does not appear unreasonable or excessive. It does, however, need to be weighed as part of the overall economic package under this initial Agreement.

**Article 32 – Leave of Absence
Sections 1 and 2**

RECOMMENDATION:

Section 1. The Township may grant temporary leave without pay for a period not to exceed sixty (60) days per calendar year upon request in writing of an employee and for good cause shown and such request will not be unreasonably denied.

Section 2. An employee who is unable to work due to sickness, injury or illness, which has exhausted all available leave, shall be granted leave without pay for up to one (1) year if requested in writing. When an employee who has been granted leave is approved by the Trustees as being physically and mentally able to perform his duties, he shall be returned to his/her former position with his/her seniority as of the date the leave was granted.

RATIONALE: The language under the above recommendation for this Article was agreed-to verbally at fact finding.

**Article 35 – Take Home Vehicle
Section 1**

RECOMMENDATION:

Section 1. The Employer will provide the Road Superintendent with a take home vehicle. The Employer may exercise an option to provide any other Road Department employees with a take home vehicle. No Springfield Township Road Department employee living outside the outer boundaries of Springfield Township (Mahoning County) will be permitted to have a take home vehicle. It is understood any take home vehicle assigned shall be used exclusively for Township purposes.

RATIONALE: Given that the Road Superintendent has been provided a take home vehicle since at least 1988. the Union's proposal, a proposal requiring such, seems to be more in order than the discretionary proposal proffered by the Township. This is especially so given the void of any evidence showing employee abuse of this benefit.

**Article 36 – Duration and Execution of Agreement
Sections 1, 2 and 3**

RECOMMENDATION:

Section 1. This Agreement represents the complete Agreement on all matters currently subject to collective bargaining between the Springfield Township Trustees and Teamsters Local 377. Except as otherwise noted herein, the Agreement shall become effective upon execution by the parties and shall remain in full force and effect until December 31, 2008.

Section 2. If either party desires to make changes in this Agreement for a period subsequent to December 31, 2008, notice of such desire shall be served upon the other party a minimum of ninety (90) calendar days prior to expiration of this Agreement. If such notice is given, this current Agreement shall remain in full force and effect until the parties reach agreement on a new Collective Bargaining Agreement.

Section 3. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2007.

FOR TEAMSTERS LOCAL 377

FOR SPRINGFIELD TOWNSHIP

RATIONALE: At hearing the parties verbally agreed-to a 31 December 2008 expiration date for their initial collective bargaining agreement.

Finally, that reflected under Article 24 above relative wage recommendations is premised in part on certain understandings reflected in the following Letter of Understanding In Regard To Wages as proffered by the Township, said letter reading:

At the January 3, 2006 Springfield Township Board of Trustees re-organizational meeting the Trustees discussed several issues related to matters of compensation. Under motion 2006-01-03-07 the Trustees

agreed that the Road Superintendent and the Assistant Road Superintendent receive hourly wages as of December 25, 2005 that would "Remain the same and be retroactive pending negotiations." This motion, made in good faith, preceded the SERB Representation case under 06-REP-01-0014 (3/16/2006) and the SERB Mediation case under 06-MED-06-0772 (6/26/06).

The above notwithstanding, the Springfield Township Trustees wish to honor the commitment made at the January 3, 2006 Board of Trustees re-organizational meeting. Therefore, the Trustees would now agree to provide Road Department Employees classified as Road Superintendent and Assistant Road Superintendent with a retroactivity payment. Said payment would equal the amount the employees would have earned had the 2006 General Wage Increase been in effect on December 25, 2005.

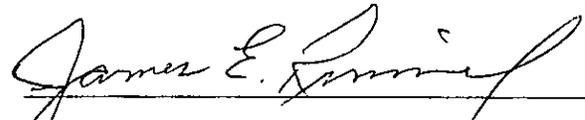
The Trustees will provide the above payment as soon as possible after ratification of the Springfield Township Trustees and Teamster Local #377 Collective Bargaining Agreement under SERB case #06-MED-02-0128.

Agreed to by the parties this _____ day of _____, 2006.

Springfield Township Trustees

Teamsters Local #377

The above are the sum of my recommendations, recommendations that must be now considered and acted upon by the parties in accord with O.A.C. Rule 4117-9-05 (M) and (N) and 4117-1-02. No other recommendations are intended to be expressed or inferred under this report, including any made by the parties or myself during mediation or in the fact-finding hearing.



JAMES E. RIMMEL, FACTFINDER

06-MED-06-0992

Cover

TABLE OF CONTENTS

ARTICLE 1	AGREEMENT	TA
ARTICLE 2	RECOGNITION	
ARTICLE 3	UNION SECURITY	TA
ARTICLE 4	PROBATIONARY PERIOD	TA
ARTICLE 5	CASE OF EMERGENCY CLAUSE	TA
ARTICLE 6	CONTINGENCIES UNFORSEEN	TA
ARTICLE 7	SEVERABILITY	TA
ARTICLE 8	DISCIPLINE AND DISCHARGES	TA
ARTICLE 9	GRIEVANCE COMMITTEE / STEWARDS	TA
ARTICLE 10	GRIEVANCE AND ARBITRATION	TA
ARTICLE 11	SENIORITY (1)	
ARTICLE 12	LAYOFF AND RECALL (2)	
ARTICLE 13	HOURS OF WORK / OVERTIME (3)	
ARTICLE 14	SICK LEAVE (4)	
ARTICLE 15	COURT AND JURY DUTY LEAVE	TA
ARTICLE 16	MILITARY LEAVE	TA
ARTICLE 17	BEREAVEMENT LEAVE (5)	
ARTICLE 18	VACATIONS (6)	
ARTICLE 19	HOLIDAYS (7)	TA
ARTICLE 20	NO STRIKE CLAUSE	TA
ARTICLE 21	NON DISCRIMINATION	TA
ARTICLE 22	PROTECTION OF RIGHTS	TA OUT
ARTICLE 23	PERSONNEL FILES	TA
ARTICLE 24	WAGES AND LONGEVITY (8)	
ARTICLE 25	INSURANCE (9)	
ARTICLE 26	MANAGEMENT RIGHTS	TA
ARTICLE 27	HEALTH AND SAFETY	TA
ARTICLE 28	UNIFORM ALLOWANCE (10)	
ARTICLE 29	REDUCTION IN FORCE / REORGANIZATION (11)	W/IR/RA
ARTICLE 30	ALCOHOL AND DRUG TESTING POLICY	TA
ARTICLE 31	INJURY LEAVE	TA
ARTICLE 32	LEAVE OF ABSENCE (12)	
ARTICLE 33	MAINTENANCE OF STANDARDS	TA
ARTICLE 34	ACKNOWLEDGEMENT	TA
ARTICLE 35	TAKE HOME VEHICLE (13)	
ARTICLE 36	DURATION AND EXECUTION OF AGREEMENT (14)	
	LETTER OF UNDERSTANDING IN REGARD TO WAGES	

STEWARDS

ARTICLE 1 – AGREEMENT

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

Submitted July 20, 2006 as previously agreed to.

Same

ARTICLE 3
UNION SECURITY

Section 1. All present employees who are members of the Local Union on the effective date of this Agreement shall either remain members of the Local Union in good standing as a condition of employment or pay a fair share in accordance with State Law as a condition of employment. All such employees hired on or after its effective date shall become and remain members in good standing on the thirty-first (31st) day following the beginning of their employment as a condition of employment or pay a fair share fee in accordance with State Law on the thirty-first (31st) day following the beginning of their employment as a condition of employment.

Section 2. The Employer agrees to deduct regular Union dues from the pay of any employee in the bargaining unit upon receiving written authorization signed individually by the employee. The signed payroll deduction authorization form provided by the Union must be presented to the Employer by the employee or Steward, with one copy for each of the following; the Employer, the Union, and the employee. Upon receipt of the proper authorization form, the Employer shall deduct Union dues from the payroll of each employee as billed by the Union and remitted within the first ten (10) days of the month following such deductions.

Section 3. The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article.

T.A. Reached 4/10/2006

For the Union; Christopher P. Colello

For the Employer; Nick Codrea

no

ARTICLE 4
PROBATIONARY PERIOD

Section 1. Each newly hired employee shall serve a probationary period of six (6) months during which the Township may discharge the employee without cause or explanation of the reasons thereof. Neither the employee nor the Union shall have recourse to the grievance procedure.

T.A. Reached 4/10/2006

For the Union; Christopher P. Colello

For the Employer; Nick Codrea

NO A

ARTICLE 5
CASE OF EMERGENCY CLAUSE

Section1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Mahoning County Commissioners, the Mahoning County Sheriff, or the federal or state legislature, such acts of God and civil disorder, the following conditions of this Agreement shall be automatically suspended:

- A. Time limits for the Employer or the Union's replies or filing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of all employees. The foregoing notwithstanding, the provisions in the Agreement relating to overtime compensation and assignment shall remain in full force and effect during the emergency.

Section2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the procedure in which they (the grievance[s]) had progressed.

T.A. Reached 4/10/2006

For the Union; Christopher P. Colello

For the Employer; Nick Codrea

No D

ARTICLE 6
CONTINGENCIES UNFORSEEN

Section 1. It is agreed that in the event issues arise with respect to wages, hours, terms and other conditions of employment that are not covered by this Agreement, the parties agree to negotiate in good faith at reasonable times and places with the intention of resolving any such issues.

T.A. Reached 4/10/2006

For the Union; Christopher P. Colello

For the Employer; Nick Codrea

NC 

ARTICLE 7
SEVERABILITY

Section 1. If any provision of this Agreement is found to be unlawful by any court of law, that provision will be automatically terminated, but all other provisions of the Agreement will continue in full force and effect.

Section 2. The parties agree to immediately reopen negotiations for the purpose of negotiating lawful alternative language for any provisions found to be unlawful as provided by O.R.C. 4117.

T.A. Reached 4/10/2006

For the Union; Christopher P. Colello

For the Employer; Nick Codrea

No A

ARTICLE 8
DISCIPLINE AND DISCHARGES

Section 1. *This procedure shall apply to all non-probationary Bargaining Unit employees. Disciplinary action may be imposed upon an employee only for just cause and shall be progressive in nature unless the alleged offense is of an extremely egregious nature.* Discipline is meant to be corrective and not punitive.

Section 2. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public. The Road Department Superintendent shall not be responsible for the imposition of employee discipline. *The specific act(s) for which discipline is being considered and/or imposed shall be specified in writing in the Notice of Pending Disciplinary Action to the employee. The notice shall contain a reference to dates, times and places if possible. Where the Employer seeks as a penalty the imposition of a suspension without pay, demotion, reduction in rank and/or termination, the Notice of Pre-Disciplinary Meeting shall be served on the employee a minimum of five (5) days and a maximum of ten (10) days prior to the Pre-Disciplinary Meeting. The Parties may extend this five (5) day to ten (10) day notice of Pre-Disciplinary Meeting by mutual consent. The Notice of Pre-Disciplinary Meeting shall be accompanied by a written statement that includes:*

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

Section 3. *An employee may be suspended with pay at any time during the disciplinary procedure at the sole discretion of the Employer.*

Section 4. *Records of disciplinary action shall cease to have force and effect to be considered in future discipline matters according to the following schedule:*

<u><i>Instruction and Cautioning</i></u>	<u><i>Six (6) Months</i></u>
<u><i>Written Warning</i></u>	<u><i>Twelve (12) Months</i></u>
<u><i>Suspension</i></u>	<u><i>Twenty-Four (24) Months</i></u>

Section 5. All suspensions pertaining to work days may be satisfied by an employee giving up unused vacation days or other unused paid days off. The Employer shall make the final determination with regard to such request.

Section 6. If, in any case, the Employer feels there is just cause for discipline, the employee and his Steward will be notified in writing that the employee may be disciplined and must follow all rules contained herein.

Section 7. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with restoration of all other rights and conditions of employment in accordance with any appeal binding resolution.

Section 8. No disciplinary action will be taken against any employee because of an anonymous complaint or until an investigation of such complaint is made.

T.A. Reached 4/10/2006

For the Union; Christopher P. Colello

For the Employer; Nick Codrea

ARTICLE 9 – GREIVANCE COMMITTEE / STEWARDS

Section 1. The Employees selected, as Stewards shall constitute the Union Grievance Committee. The Committee shall meet amongst themselves from time-to-time during non-work hours for the purpose of adjusting pending grievances and discussing procedures for avoiding future grievances. In addition, the Committee may discuss with the Board of Trustees ways in which to improve the relationship between the Union and the Township.

Section 2. The Trustees recognize the right of the Union to appoint one (1) Job Steward and in his/her absence one (1) Alternate Job Steward per shift. The authority of the Job Stewards and Alternate shall be limited to, and not exceed, the following duties and activities:

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

Section 3. Stewards and/or Alternates have no authority to take strike action, or any other action interrupting the Trustee's business.

Section 4. The investigation and writing of grievances shall be on non-work time (e.g. scheduled breaks, lunch periods, etc.) If grievance hearings or Employer scheduled meetings are conducted during an employee's regular work hours, the employee shall not suffer any loss of pay while attending the hearing in the capacity of a Job Steward.

Submitted July 20, 2006.

ARTICLE 10
GRIEVANCE AND ARBITRATION

Section 1. Any grievance or dispute which may arise between the parties regarding the application, meaning, or interpretation of this Contract, shall be settled in the following manner:

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

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

Step 3. If the employee decides to arbitrate the Trustees decision, the written notice to arbitrate must be sent to the Trustees within thirty (30) days of their decision. In the event the Union requests arbitration of a grievance as set forth above, representatives of the Union and the Employer shall attempt to mutually agree upon the selection of an arbitrator. Failing agreement, the Union shall have the right to request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Any panel of arbitrators submitted by FMCS shall be limited to labor arbitrators who maintain an office in either Northeastern Ohio or Western Pennsylvania. Each party shall have the right to reject one (1) panel of arbitrators. Each shall separately strike any arbitrators on the panel who are unacceptable, and number those who are acceptable in order of preference and the arbitrator will be selected in accordance with FMCS rules. The decision of the arbitrator shall be final and binding upon all parties and the fees and expenses of the arbitrator shall be paid equally by the Union and the Township. The arbitrator shall be bound by the language of this contract and shall have no jurisdiction or authority to add to, subtract from, amend or in any way modify any of the terms or provisions of this contract.

T.A. Reached 4/10/2006

For the Union; Christopher P. Colello

For the Employer; Nick Codrea

ARTICLE 15 - COURT and JURY DUTY LEAVE

Section 1. The Employer shall grant court leave with full pay to any employee who:

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

Section 2. Any compensation or reimbursement for jury duty or for court attendance by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted by the employee to the Fiscal Officer for transmittal to the Employer.

Section 3. Any Employee who is appearing before a court or other legally constituted body in a matter in which he is a party may be granted vacation time or leave of absence without pay. Such instances would include, but not limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as a parent or guardian of juveniles.

Section 4. An employee who is the appellant in any action before any Commission, Arbitrator, hearing officer, or SERB action, and is in active pay status at the time of a scheduled hearing before the board shall be granted court leave with full pay for purposes of attending the hearing.

Section 5. Employees appearing in court on behalf of the Employer when not on duty shall be paid a minimum of three (3) hours, or actual hours worked, whichever is greater. Payment shall be at the appropriate rate.

Re-submitted with no changes.

ARTICLE 16
MILITARY LEAVE

Section 1. The Township and employee will comply with all Federal and State Law concerning the granting of paid/unpaid leave to employees so that they can meet their military obligations.

T.A. Reached 4/10/2006

For the Union; Christopher P. Colello

For the Employer; Nick Codrea

ARTICLE 20
NO STRIKE CLAUSE

Section 1. The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

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

Section 4. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes. The Employer shall hold the Union harmless for employee actions described herein provided the Union abides to Section 1 of this Article

T.A. Reached 3/17/06

For the Union; Christopher P. Colello

For the Employer; Nick Codrea

ARTICLE 21 - NON-DISCRIMINATION

Section 1. The Employer agrees not to unlawfully discriminate against any individual with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age or handicap. Additionally, the Employer will not limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, or age. The Employer would agree to make reasonable effort to accommodate an employee's handicap giving consideration to the job duties involved.

Section 2. The Employer agrees that there will be no discrimination by the Employer against any employee because of the employee's lawful Union activities and/or support of the Union.

Section 3. The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

Submitted July 20, 2006.

ARTICLE 23 - PERSONNEL FILES

Section 1: An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file and may have a representative of Teamsters Local 377 present when reviewing his file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 2: All reviews will be conducted on the premises of the Employer during the Employer's normal business hours.

Section 3: An employee may provide written authorization for an individual, other than said employee, to be granted permission to review said employee's file in accordance with this Article.

Section 4: Any non-employee of the Employer, reviewing a personnel file must sign the jacket of the file giving the individual's name, organization if applicable, date and time of review, and duration of review.

Section 5: Employee personnel files shall include but may not be limited to individual employment data, payroll information, work time schedules, records of additions or deductions paid, application forms, records pertaining to hiring, promotion, demotion, transfer, layoff, and termination.

Section 6: If a Bargaining Unit member has reason to believe there are inaccuracies in documents contained in the personnel file, the employee may write a memorandum or letter explaining his position, and have the letter or memo attached to the documents in question.

Submitted July 20, 2006.

ARTICLE 26
MANAGEMENT RIGHTS

“Quid Pro Quo” for the Unions Proposal on Article 3, Dues Check off.

Section 1. The Union recognizes those rights that are established as management rights enumerated as follows:

1. Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote or discharge for just cause; or layoff, transfer, assign, schedule, promote or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;
9. Take action to carry out the mission of the public employer as a governmental unit; and,
10. Promulgate and enforce reasonable work rules.

Section 2. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit, except as they affect wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of any existing provision of a Collective Bargaining Agreement provided this right has not been abridged by any portion of this Agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the Collective Bargaining Agreement.

T.A. Reached 4/10/2006

For the Union; Christopher P. Colello

For the Employer; Nick Codrea

OK

ARTICLE 27
HEALTH AND SAFETY

See attached Article 25 Health and Safety.

Resubmitted July 20, 2006

OR but
A #

ARTICLE 25
HEALTH AND SAFETY

Section 1. Township Duties. The Township agrees to furnish, and to maintain in safe working condition, all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each employee. Employees are responsible for immediately reporting any unsafe conditions or practices, and for properly using and caring for all tools and equipment furnished by the Township. **Employees are responsible for proper utilization of safety equipment for immediately reporting any unsafe conditions or practices, and for properly using and caring for all tools and equipment furnished by the Township.**

Section 2. When an employee, in good faith, believes any equipment, tools and/or vehicles are unsafe, such equipment, tools, and/or vehicles shall immediately be taken out of service. The employee shall not operate said equipment until directed to do so by the Supervisor after an investigation and inspection by a mechanic shows the equipment to be safe.

Section 3. The Township shall provide for each new employee and replace, for normal wear and tear, for each current employee the following safety equipment:

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

Section 4. The employer shall **provide a portable two (2) way radio to all employees at all times employees are** on the clock for safety reasons.

T.A. Reached 4/24/2006

For the Union; Christopher P. Colello

For the Employer; Nick Codrea

ARTICLE 30 – ALCOHOL AND DRUG TESTING POLICY

Section 1. Employees with a Commercial Driver's License (CDL) shall be subject to the Township's Alcohol and Controlled substances Testing Policy, which shall conform to the Department of Transportation's regulations.

Section 2. The term "illegal drug usage" includes the use of cannabis or any controlled substance which is not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

Section 3. The Employer shall encourage and refer the employee to participate in drug counseling, employee assistance, rehabilitation and other drug and alcohol abuse treatment programs. Employees who have tested "positive" under these procedures may accept a referral to such a Program.

Section 4. Any discipline or adverse action imposed by the Employer as a result of this Drug and Alcohol Policy, including the results of chemical testing, shall be subject to the Grievance and Arbitration procedures as provided in the Collective Bargaining Agreement.

Section 5. The Employer shall pay for the first two (2) tests. Additional tests of the original specimen desired by the employee shall be at his or her own expense, and done at the Lab of his/her choice other than the one used by the Employer.

Section 6. Employee confidentiality shall be maintained.

Submitted July 20, 2006.

IX

will fix

Employees shall not be terminated for a first offense provided the employee submits to a rehab program.

ARTICLE 31 - INJURY LEAVE

Section 1: In the event of a service connected injury or illness incurred in the active discharge of duty, a full-time employee shall receive full pay for a period of time not to exceed one hundred eighty (180) calendar days from the date of injury. The Employer may grant additional injury leave on a case-by-case basis for such additional period of time as the injury may warrant.

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

Section 2: To apply for benefits under Section 1, written application shall be made to the Employer, accompanied by a certificate from a registered physician stating that the employee is unable to work and such disability is a result of or is connected with the work duties of such employee. It shall be the duty of the Employer to approve or reject the application, and in doing so, he may require an examination by a registered physician of his selection. Said examination shall be paid for by the Employer. Approval of such injury leave request shall not be unreasonably denied.

Section 3: An Employee, who has made application to the Employer for benefits under this Article, shall first make application for Worker's Compensation benefits. The employee must also complete an Injury-on-Duty report and reimbursement agreement with the Employer as soon as possible following the injury.

Section 4: In the event such Injury-on-Duty is disallowed by the Bureau of Worker's Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave, or at the employee's option, the benefits shall be repaid in cash, vacation leave, and/or any paid leave. If the employee does not have accumulated sick leave or accumulated vacation leave to cover all or part of the time off, up to and including the date the claim is disallowed, then any monies paid to the employee by the Employer under this Article, shall be repaid by the employee to the Employer under agreed upon and reasonable terms.

Agreed to by the parties.

Same

ARTICLE 33
MAINTENANCE OF STANDARDS

Section 1. To the extent this Agreement does not otherwise set out specific terms or conditions of employment or otherwise expressly reserve to one or both parties hereto, the right to establish or modify terms or conditions, the Employer agrees that it shall maintain the present highest minimum standard as set forth in the current policy. The Employer also agrees to negotiate all mandatory subjects of bargaining and shall not change such without first notifying and bargaining with the Union.

T.A. Reached 4/24/2006

For the Union; Christopher P. Colello

For the Employer; Nick Codrea

A handwritten signature in black ink, appearing to read "Nick Codrea". The signature is written in a cursive style with a large, stylized "N" and "C".

ARTICLE 34 - ACKNOWLEDGEMENT

Section 1. The Employer will prepare the Collective Bargaining Agreement and provide four original signed copies to the Union. Additionally, the Employer will furnish a copy to SERB's Research and Training Division on a timely basis.

Section 2. Bulletin Board. The Employer shall furnish a bulletin board and a locking file cabinet in the Road Department Building for use by the Union and the Employer which may be used for the following notices: recreational and social affairs of the Union; Union meeting notices; Union nominations and elections; reports of the Union committees and/or officers; rulings of policies of the International Union or local Union; rulings or mandatory notices of SERB or other related state or federal entity; and/or, communications between the Employer and the Union. Notices of announcements shall not contain anything political nor anything reflecting upon the Employer or any of its employees, nor any labor organization among its employees. Additionally, the Union may post non-defamatory communications of information. If the Employer finds this article being violated, the Employer shall request the Union to immediately remove such notices. If violations of this article continue, the Employer reserves the right to cancel the provisions of this section.

Initially submitted July 20, 2006.