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01/03/2013

**AGREEMENT BETWEEN  
BATH TOWNSHIP ROAD DEPARTMENT**

**AND**

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS LOCAL #348**

**Effective as of January 1, 2012 (See Agreement) and terminating on  
December 31, 2014**

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## ARTICLE 1 PREAMBLE

This agreement is entered into, by and between Bath Township, located in Summit County, hereinafter referred to as "the Employer," and Teamsters Local #348, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as "the Union." The individual members of the bargaining unit are hereinafter referred to as "the Employees."

## ARTICLE 2 RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment for all hourly employees covered by the Road Department.

## ARTICLE 3 MANAGEMENT RIGHTS

Section 3.1 It is the purpose of this agreement to establish and maintain a uniform system for managing personnel matters of the Bath Township Road Department; to comply with applicable employment laws; and to provide for the standards, terms, and conditions of employment with the Township in a clear and comprehensive fashion to maximize the efficiency and orderliness of operations, while at all times assuring that the best interests of the taxpayers of the Township are served.

Section 3.2 The Employer, Bath Township shall have the exclusive right, except as otherwise specifically provided in this agreement, to:

- A. Manage the operations, control all of the Employer's premises, and direct the working force and maintain the high efficiency of operations.
- B. The Employer shall have the exclusive rights to hire, transfer, evaluate, discipline, suspend, discharge for just cause, layoff, and promote.
- C. Promulgate and enforce reasonable work rules.
- D. Introduce new equipment, methods, personnel, or processes for performing work, by which the Employer's Road Department operations are conducted.
- E. Determine the size, duties, and qualifications of the work force and work schedules.
- F. The Employer agrees that it will not unilaterally materially change any mandatory terms as provided in ORC Chapter 4117 of the condition of employment.
- G. Determine matters of inherent managerial policy, which includes but are not limited to, areas of discretion or policy such as the functions and the programs of the Township, standards of service, its overall budget, utilization of technology and organizational structure, outside of the bargaining unit.
- H. To take actions to carry out the function of the Township as a government unit.

The union agrees that all functions, rights, powers, responsibilities, and authority of the Employer with regard to the operation of its work and business, and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this written Agreement are and shall remain, exclusively those of the Employer and shall not be subject to the Grievance Procedure herein contained.

Section 3.3 The Employer is not required to bargain on subjects reserved for its management and direction, however, it shall bargain if the subject affects wages, hours, terms and conditions of employment and the continuation, modification, interpretation, or deletion of an existing provision of this Agreement, while this Agreement is in effect.

#### ARTICLE 4 DUES DEDUCTION

Section 4.1 During the term of this Agreement, the Employer shall deduct Union dues for the members, and initiation fees and assessments levied by the Union provided that, at the time of such deduction, there is in the possession of the Employer a current, written, and signed authorization for the deduction of dues from the employee, all subject to state and federal laws.

Section 4.2 The initiation fees, dues, or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the Employees involved.

Section 4.3 A check in the amount of the total dues withheld from employees authorizing a dues deduction shall be deducted from the employees 1<sup>st</sup> check of the month and shall be tendered to the Union within ten (10) days from the date of said deduction.

Section 4.4 The Union hereby agrees to hold the Employer harmless from any and all liabilities and damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

#### ARTICLE 5 UNION SECURITY

Section 5.1 Upon completion of thirty (30) days employment as a bargaining unit member, all members of the bargaining unit, as identified in Article 3 of this Agreement, shall either (a) maintain their membership in the Union, (b) become members of the Union, or (c) pay a Fair Share fee to the Union in an amount to be determined by the Union, which shall have the sole responsibility for the accuracy of such amount, as a condition of employment, all in accordance with Ohio Revised Code Section 4117.09

Section 5.2 In the event that a Fair Share fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in

Article 4 of this Agreement, titled "Dues Deductions," except that such Employees need not sign an authorization card for such deduction to be made.

Section 5.3 The Union shall indemnify and hold the Township harmless from any claims, suits, or actions resulting from its collection of Fair Share fees under this Article.

## ARTICLE 6 D.R.I.V.E. DEDUCTION

Section 6.1 During the term of this Agreement, the Employer shall deduct voluntarily a contribution to the D.R.I.V.E. (Democratic-Republican-Independent Voter Education) Fund provided that, at the same time of such deduction, there is in the possession of the Employer a current, written, and signed authorization for the deduction of dues from the Employee, all subject to state and federal laws.

Section 6.2 The International D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The Employer shall transmit to D.R.I.V.E. National Headquarters, on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's pay.

Section 6.3 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for such liabilities or damages that may arise.

## ARTICLE 7 ACCESS TO PREMISES

Section 7.1 Authorized agents of the Union shall have access to the Employer's establishment, during working hours for the purposes of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule on the job site.

Section 7.2 The Township agrees to allow reasonable use of the Service Department building for the purpose of holding Union meetings with regard to this Agreement based upon obtaining prior approval and availability of space.



## ARTICLE 8 NO STRIKE/NO LOCKOUT

Section 8.1 The Employer and the Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and of the Union to avoid work stoppage and strikes.

Section 8.2 The Union shall not strike or create a work stoppage for the duration of this Agreement. A breach of this Section may be the grounds for discipline. The Union shall not be held liable for unauthorized activities of the employees it represents or its members who are in breach of this Section.

Section 8.3 In the event of a violation of this Article, the Union shall promptly notify all employees in a reasonable manner that the strike or work stoppage is in violation of this Agreement, and not sanctioned or approved by the Union. The Union shall instruct the employees verbally and in writing to return to work immediately, and shall send a copy of said writing to the Employer.

Section 8.4 The Employer shall not lock out any employees for the duration of this Agreement.

## ARTICLE 9 SHOP STEWARDS

Section 9.1 The Employer recognizes the right of the Union to designate one shop steward and one alternate in number (means only one alternate and no more) as determined by the Union. The authority of the shop steward and alternate so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- B. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information have been reduced to writing.

Section 9.2 Shop steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of shop stewards and their alternates and shall not hold the Union liable for any unauthorized acts.

Section 9.3 One steward or alternate shall be permitted to investigate, present, and process grievances on or off the property of the Employer. If investigation, presenting, or processing grievances can only be done during such steward's regularly scheduled working hours, such steward shall be granted time off from his regular duties by the Service Director/Township Road Superintendent/Administrator. Such time off, however, shall be reasonable so as to cause minimal interference with the Employer's operation. If the time used by the steward to

investigate, present, or process a grievance is during the regular schedule of work for such steward, he shall receive his regular pay for hours he is so occupied that are within his scheduled hours of work.

Section 9.4 The Union shall notify the Employer in writing of the names of the steward and alternate steward.

## ARTICLE 10 BULLETIN BOARDS

The Employer agrees to provide suitable space for a bulletin board (space not to exceed 2X3 feet) in the work shop location. The union shall limit its use of the bulletin board to official Union business, such as meeting notices and union bulletins, etc.

## ARTICLE 11 PROBATIONARY PERIOD

Section 11.1 The probationary period for all newly hired employees shall be one (1) year from their starting date for work as a bargaining unit employee in the Road Department. Employees shall not have seniority during probationary periods; however, upon completion of the probationary period, seniority shall start from the date of hire.

Section 11.2 During the probationary period, a bargaining unit employee shall not have the right to avail himself of the grievance and arbitration procedure of this Agreement for any reason. During the probationary period, a bargaining unit employee may be removed from employment of the Township Road Department at any time and for any reason without recourse under this agreement.

## ARTICLE 12 SENIORITY

Section 12.1 Seniority shall be defined as an employee's uninterrupted length of continuous full-time employment with the Employer except for an approved Leave of Absence. A probationary employee shall have no seniority until he satisfactorily completes the probationary period, when at that time, said probationary period shall be added to such employee's total length of continuous employment.

Section 12.2 An employee's seniority shall be terminated when one or more of the following occurs:

- A. He resigns;
- B. He is discharged for just cause;
- C. He retires;

- D. He refuses a recall or fails to report to work within ten (10) work days from the date the employee receives a recall notice.

Section 12.3 If two (2) or more employees are hired on the same date, the most senior shall be determined by the lowest social security number, using the last four (4) digits.

Section 12.4 Seniority shall be brought up to date by the Employer on the signing of this Agreement, and each January thereafter, showing the employee's name, title, and date of hire. Such seniority list shall be posted and a copy forwarded to the Secretary-Treasurer of Local #348 by January 31<sup>st</sup> of each year. Seniority shall prevail in all cases not specifically stated in the Agreement.

### ARTICLE 13 DISCIPLINE

Section 13.1 A non-probationary employee who is suspended, demoted, or discharged shall be given written notice regarding the reason(s) for the disciplinary action. Non-probationary employees shall be given the opportunity to grieve the disciplinary action through Step 3 of the grievance procedure contained in Article 14 of this Agreement prior to the discipline being imposed. However, in the case of emergency relief of duty, a non-probationary employee may be suspended with pay pending a hearing under Step 3 of the grievance procedure.

Section 13.2 Disciplinary action taken by the Employer shall be for just cause.

Section 13.3 Disciplinary action shall be applied in a progressive manner, i.e., oral reprimand reduced to writing, written reprimand, suspension, and termination. However, should the severity of a non-probationary employee's conduct and/or disciplinary record so warrant, such employee may be subject to immediate suspension or discharge.

Section 13.4 The Employer shall document all discipline and shall deliver the same to the affected non-probationary employee with a copy placed in such employee's personnel file which shall be used for a period of two (2) years for discipline purposes.

### ARTICLE 14 GRIEVANCE/ARBITRATION PROCEDURE

#### Section 14.1

- A. A grievance shall be a misunderstanding concerning the interpretation, meaning, scope, application or violation of specific terms of the Agreement or a complaint as a violation of Township policy, not covered by this agreement and that directly affects any employee.
- B. The parties to this Agreement recognize that grievances should be settled promptly and as close to the source as possible.
- C. The steps in the grievance procedure shall be as follows:



Step 1. Any employee or group of employees having a grievance under the terms of this Agreement shall first take the grievance up with their immediate Road Superintendent, in his absence, Assistant Road Superintendent with a copy to the Administrator.

Step 2. Failing to settle such grievance with the Road Superintendent, in his absence, Assistant Road Superintendent with a copy to the Administrator, the grievance shall be presented in writing within fourteen (14) calendar days after the occurrence of the act which caused the grievance to become known, and presented to the Road Superintendent, in his absence, Assistant Road Superintendent who shall give his written answer to the grievance within fourteen (14) calendar days. If the Employer does not give his answer within fourteen (14) calendar days, the Grievance will automatically be moved to the next step.

Step 3. If the grievance is not settled at Step 1 or 2, it may be appealed, in writing, to the Township Trustees with a copy to the Administrator or his designated representative within ten (10) calendar days after the receipt of the written answer in Step 2. Within ten (10) calendar days of the receipt of appeal, the Employer representatives will meet with the designated Union Representative in an effort to settle the dispute. If the dispute is not settled in this meeting, the Employer shall submit its final answer, in writing, within ten (10) calendar days from the day of the joint meeting unless mutually agreed otherwise.

#### Section 14.2 Miscellaneous

- A. Controversies may arise of a nature so general as directly to affect all or a major portion of the employees of the bargaining unit. It is agreed that issues of this nature shall not be subject to the entire grievance procedure but may be initiated at Step 3 of the grievance procedure.
- B. Meetings between the Employer's Representatives and the Union Representative under Step 3 shall be held by mutual agreement, at which time, official Union Steward will be relieved of all duties for a reasonable duration of the investigation and all meeting pertaining to the grievance and/or disciplinary proceedings and paid for his/her time. (The shop steward gets paid for his time to investigate the grievance and does not have to do his normal job duties)
- C. When an employee is to be discharged or suspended, he will be informed in writing of the action to be taken.
- D. Before an employee is subject to formal suspension or discharge, the employee will be given a meeting with the Union Business Representative.
- E. Before any reprimand report is placed in an employee's record, he shall be given the opportunity to read the reprimand. Reprimand reports will be distributed as follows: copy to the employee being reprimanded and a copy to the employee's personnel file. All reprimands are to be signed by the employee and the Union Steward acknowledging receipt only. Acknowledgement of receipt of the reprimand report does not constitute nor does it preclude submission of the reprimand to the regular grievance procedure.

The Union may file a grievance alleging a violation of this agreement which involves the rights of the Union under this agreement.

#### Section 14.3 Provisions for Arbitration

- A. If either party desires to have the grievance referred to arbitration, they shall so advise the other party in writing within ten (10) calendar days after the completion of Step 3 of the grievance procedure.
- B. The parties shall by mutual agreement select an arbitrator. If the Employer and the Union fail to agree upon an arbitrator within ten (10) days, they may request the Federal Mediation and Conciliation Service to submit a panel of seven (7) names from which an arbitrator shall be chosen. The Union and the Employer shall alternately strike on (1) name from such list (the right to strike the first name having been determined by lot) until only one (1) name remains and that person shall be the arbitrator.
- C. The arbitrator shall set a time and place of hearing as soon as possible and then proceed to hear evidence, both, oral and documentary, relevant to the issues and arguments thereon. At the end of the hearing, the matter shall be deemed submitted to the arbitrator and he shall within ninety (90) days render to the parties his award and decision in writing. The decision of the arbitrator shall be final and binding on all parties to this agreement.
- D. Each party shall pay its own expense incurred in arbitration, including reimbursements of its own witnesses. All other direct expenses, including the fees of arbitration, if any, shall be borne by the losing party.
- E. All of the time limits set forth in this section may be extended by mutual consent of the parties in writing.
- F. At no time shall more than one (1) arbitration case be presented to the same arbitrator consecutively. Each grievance shall be subject to the selection of an arbitrator as outlined above.

#### Section 14.4 Pending Grievances

The Employer acknowledges that the Union has filed several grievances on behalf of all of its members. The Employer agrees to pay each of the employees the sum to resolve all grievances as contained on Exhibit 'A' attached hereto. In consideration of the payment of the settlement of all of the pending grievances, the Union and the Employees dismiss all pending grievances with prejudice. It is understood that none of the pending grievances may be re-filed or brought against the Employer.

### ARTICLE 15 NON-DISCRIMINATION

Section 15.1 The Employer agrees not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex, or sexual orientation.

### ARTICLE 16 GENDER AND PLURAL

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 regardless of

sex and shall not be interpreted to be discriminatory. The use of words in the singular, where the context requires, shall include the plural and words in the plural the singular.

## ARTICLE 17 CONFORMITY TO LAW

Section 17.1 The intent of the parties in this Agreement supersedes and replaces all Ohio employment laws and regulations to the fullest extent possible and permitted by Chapter 4117 of the Ohio Revised Code.

Section 17.2 If the enactment of federal or state legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein. In such event, the Employer and the Teamsters will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

## ARTICLE 18 EXTRA AGREEMENTS

Except as may be otherwise provided in this Agreement, the Employer agrees not to enter into any Agreement or Contract with its employees either individually or collectively, without the Local Union's written consent which in any way conflicts with the provisions of this Agreement. Any such Agreement or document may not be placed in an employee's file or used by the Employer as a basis only for discipline or used in connection with any disciplinary proceeding.

## ARTICLE 19 LAYOFF AND RECALL

Section 19.1 Where, the Employer determines it necessary to reduce the size of its work force, such reduction shall be made in accordance with the provisions set forth.

Section 19.2 Employees shall be laid off according to their seniority within each of the two job classifications within the bargaining unit, with the least senior being laid off first, providing that all students, temporary, part-time, seasonal, and probationary employees within the Road Department are laid off first in the above respective order. Employees looking to bump within

their respective department and the same job classification must first bump into a vacant position before they may cause displacement of another employee.

Section 19.3 Employee(s) who are displaced may bump another employee with lesser seniority.

Section 19.4 Employee(s) who are displaced (bumped) by a more senior employee shall be able to displace (bump) another employee with lesser seniority.

Section 19.5 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable or chooses not to displace another employee pursuant to the provisions shall be laid off.

Section 19.6 Recalls shall be in the inverse order of layoff and a laid off employee shall retain his right to recall from the date of his layoff. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be by certified mail, return receipt requested. An employee who refuses recall or does not report to work within ten (10) days from the date the employee receives the recall notice at his last known address, shall be considered to have resigned his position and forfeits all right to employment with the Employer. An Employee shall not be eligible for recall after two (2) years for the date of lay off.

Section 19.7 Employees scheduled for layoff shall be given a minimum of two (2) pay periods advance notice of layoff.

## ARTICLE 20 STANDARD WORK WEEK

Section 20.1 Hours of work. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of the Agreement.

Section 20.2 Standard work week. The Standard work week shall be defined for existing hourly employees as Monday through Friday, with two (2) consecutive days off, absent snow season or emergency. The shift shall start between 6:30 and 8:00 a.m. and end eight hours after the shift starts. Employees shall be compensated for all time spent in service on the Employer. If the existing shift hours are changed at any time while this Agreement is in effect, then the Employer shall give the employees advance two (2) weeks' notice by posting or otherwise. Any employee called into work for any period in addition to his regularly scheduled work week shall be paid a minimum of four (4) hours per call in.

Section 20.3 Meal Break. While on duty, employees shall be entitled to reasonable time, up to one-half (1/2) hour per eight (8) hour shift, for a paid meal break. Employees shall remain readily available to answer calls during meal breaks, and shall return to work if required by the Service Director/Township Road Superintendent/Administrator or his designee.

Section 20.4 Snow Season. The Employer may create a second shift (approximately 11:30 p.m. to 7:30 a.m., as determined by the Employer) upon advance two (2) weeks' notice, by posting or



otherwise, during the winter snow plowing season. Bidding for said second sift will be based upon seniority.

## ARTICLE 21 OVERTIME

Section 21.1 "Overtime hours" means hours or fraction thereof, which are worked by an employee in excess of his forty (40) hours within a work week. Overtime will be offered upon a rotational basis in good faith. ~~(It means that the rotation is not guaranteed, the Township will use its best efforts to rotate, but it may not be possible in all circumstances)~~

Section 21.2 Compensation shall not be paid more than once for the same hours under any provisions of this Agreement.

Section 21.3 In calculating overtime compensation, vacation time, holiday time, and comp time hours for the pay period, shall be included in the calculation. Sick time hours shall not be eligible for computation as overtime.

Section 21.4 Overtime shall be compensated at one and one-half (1 ½) times the employee's regular rate of pay and will be distributed equitably to the bargaining unit members on a rotation basis. Compensatory time shall be capped at one hundred twenty (120) hours, within a maximum accumulation of one hundred twenty (120) hours per year. One hundred twenty (120) hours of accumulated, unused compensatory time may be carried over by a bargaining unit member the following year, which shall be counted toward the maximum accumulation for that year. Overtime compensation shall be counted in the form of compensatory time or pay at the discretion of the employee, unless the employee has a bona fide reason not to do so.

Section 21.5 Whenever employees are scheduled to work overtime or called in to work overtime they shall be paid for the actual time worked or a minimum of four (4) hours, whichever is greater, unless the Employee agrees otherwise. When it becomes necessary to work overtime, employees shall not be laid off during regular working hours to equalize the time.

Section 21.6 Employees shall be paid bi-weekly.

Section 21.7 When an employee is scheduled to work and reports at the time specified, the employee shall be given not less than the number of hours of work provided in the employee's schedule unless mutually agreed upon.



## ARTICLE 22 JOB POSTING AND BIDDING

In the case of a new or vacant foreman position within the bargaining unit, the Employer shall post the vacancy within twenty-one (21) days for a period of twenty-one (21) calendar days. Any employee may bid on the job. If at least 3 members of the Union bid for the job then the bidding shall be closed to outside applicants. If there are less than three (3) bidders from the Union, then outside applicants will be considered. The foreman position shall be awarded to the highest scoring applicant pursuant to the test administered by the Employer. The test shall be approved by the Union in advance, or the position can be awarded to the most senior bidder, if there are no outside applicants, without any testing, at the discretion of the Employer.

## ARTICLE 23 LEAVES OF ABSENCE

Section 23.1 An employee who has completed one (1) year of continuous service with the Employer and who has exhausted all of his sick leave may request a leave of absence without pay because of injury, illness, education purposes, or other personal reasons, including maternity leave. If the leave is requested because of illness or injury of the employee, the leave shall not exceed twelve (12) months, unless the employee applies for an extension of such leave. If the leave is requested for any other reason, the leave shall not exceed six (6) months, unless the employee applies for an extension of such leave.

Section 23.2 All leaves of absence (and any extension thereof) must be applied for and granted in writing on forms provided by the Employer (with a copy to the employee). Except in cases of an emergency, the leave request shall be filed with the Service Director/Township Road Superintendent/Administrator not later than two (2) weeks prior to the date which the leave is to start. An employee who is granted such a leave shall accrue seniority.

Section 23.3 Leaves of absence will not be granted for the employee to seek employment with another employer, nor shall any employee work for another employer during the time period he is on leave. Any employee who works for another employer while on leave shall have his leave cancelled immediately and shall be subject to disciplinary action.

Section 23.4 When an employee returns to work after a leave of absence, he/she will be assigned to the position he/she formerly occupied or to a similar position if his/her former position no longer exists, at the applicable rate of pay. Any employee who is hired for the purpose of replacing an employee while that employee is on a leave under this Article shall be considered a probationary employee, regardless of the duration of such employment. Upon the return to work of the employee who was on a leave of absence, the Employer may terminate the employment of the person who was hired to replace the employee on leave, and the employee so terminated shall not have the right to challenge such termination through the grievance and arbitration procedure of this Agreement or otherwise.

Section 23.5 An employee may, upon request, return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the Employer.

## ARTICLE 24 MILITARY LEAVE

Pursuant to the Ohio Revised Code 5923.05 or any amendments thereto, full-time employees who are members of the Ohio or Federal Military Reserve Forces, also known as the "militia" or Ohio Defense Corps, are entitled to a leave of absence from their respective township duties for such time as they are in the military on field training or active duty without loss of pay for a period not to exceed thirty one (31) days per calendar year. Such services need not be continuous. The maximum number of hours for which payment can be made in any one calendar year is one hundred and seventy six (176) hours.

In the event of an Executive Order by the President or an Act of Congress, or an executive order to perform duty issued by the Governor of the State of Ohio pursuant to Section 5919.29 of the Ohio Revised Code, which involves service by the employee of longer than thirty (30) days, the Township shall pay the employee, during the period designated in the order or Act, the lesser of the following during each monthly pay period of that leave of absence:

- (1) The difference between the employee's gross monthly wage or salary as an employee of Bath Township and the sum of the employee's gross uniformed pay and allowances received that month; or
- (2) \$500.00.

During this thirty day period an employee's benefits will remain the same as if he/she were engaged in active employment.

Employees are required to submit to their respective department head an order or statement from the appropriate military commander as evidence of military duty before military leave with or without pay will be granted. Such request for military leave shall be submitted as soon as possible to facilitate any changes in department scheduling necessitated by the individual's leave.

## ARTICLE 25 VACATIONS

Section 25.1 Paid vacation shall be provided in accordance with the following schedule:

Length of Service	Annual Vacation
After 1 year	Two (2) weeks
After 5 years	Three (3) weeks

After 12 years  
After 16 years  
After 20 years

Four (4) weeks  
Five (5) weeks  
Six (6) weeks



Section 25.2 Vacation shall be accrued at the rate of 40 hours for each week of vacation.

Section 25.3 Eligibility for vacation time off is determined by the schedule in effect as of the person's employment anniversary date. Any changes in scheduled vacations are subject to the department head's or administrator's approval.

Section 25.4 All preferred vacation time for the year, shall be scheduled before March 31, of each accrued year. Vacations will be acknowledged and posted by May 1<sup>st</sup>. Vacations shall be taken only after having completed one (1) year of service to the Township. New full-time employees are entitled to two (2) weeks vacation upon completion of one (1) year service. This vacation may be scheduled and taken after the first anniversary date of their employment and before the end of the second calendar year of employment.

Vacations are not cumulative and shall not be postponed until the following anniversary year unless there have been exceptional circumstances which cause postponement. A maximum duration of: one and one-half weeks for the year 2008 and zero time for the year 2009 and thereafter shall be carried forward. In such cases, a request for a holdover must be made by letter and must be approved by the respective department head and the Township Administrator. All leave carried over must be taken within the first three (3) months of the next anniversary year.

Absence due to sickness, injury, or disability in excess of the time authorized for such purpose, may, at the request of the Employee, and with the approval of the department head, be charged against vacation leave.

Retired or deceased Employees shall be entitled to vacation for the months worked. The vacation pay shall be computed on the basis of: the actual vacation for the prior year earned pursuant to Section 25.1 above, and one-twelfth of their entitled vacation as determined by above hereof for each month in which the Employee actually worked a minimum of eighty-five (85) hours. In the instance of deceased Employees, the vacation pay shall be made payable to the deceased's estate.

On termination of employment, the Employee shall be paid for the unused vacation balance, including unused vacation, properly approved, from the prior year. It is the declared intention hereof that terminating Employees may qualify for no more than the prior year's unused approved vacation and the prorated vacation credit based on the portion of the current year's service earned as of their date of termination.

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## ARTICLE 26 HOLIDAYS

Section 26.1 Any employee who works on one of the below listed holidays will be paid his or her applicable hourly rate or receive appropriate compensatory time off at the discretion of their respective department head for all such hours worked on the holiday in addition to receiving his or her regular holiday pay.

- New Year's Day
- Martin Luther King Day
- Washington-Lincoln (Presidents' Day)
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

In the event that any of the aforesaid holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on Sunday, the Monday immediately following shall be observed as the holiday.

If an employee's work schedule is other than Monday through Friday, he or she is entitled to holiday pay for the holidays observed on his or her day off regardless of the day of the week on which they are observed.

For holidays listed above, holiday pay will be for eight hours at the employee's applicable hourly rate.

For full-time non-probationary employees, two (2) additional Bonus Days (floating holidays), to be taken at the employee's discretion, and with the approval of the employee's respective department head, may be taken during the calendar year.

The department head will control scheduling, with consideration being given to equal treatment to all employees as it relates to holiday scheduling.

## ARTICLE 27 SICK LEAVE

Section 27.1 The parties recognize that sick leave is a benefit and abuse will not be tolerated. Each full-time employee will receive ten (10) hours of sick leave, accumulated monthly, for each full month of service to the township. An employee shall not accumulate sick leave benefit while



on sick leave in excess of four (4) consecutive weeks. Any full-time employee, upon hire shall be provided with a credit of two hundred forty (240) hours to his or her account.

Sick leave can be accumulated to a maximum of:

One thousand three hundred twenty (1320) hours.

Section 27.2. Employees may use sick leave upon the advance approval of the township for any of the following reasons:

- A. Illness or injury, of an employee or his or her immediate family.
- B. Medical, dental, or optical examination or treatment of an employee or his or her immediate family which requires the employee's attendance, which cannot be scheduled outside of normal working hours.
- C. If a member of the immediate family is afflicted with a contagious disease, or when, through exposure to a contagious disease, the presence of the employee at her job will jeopardize the health of others.
- D. Pregnancy and/or childbirth and other conditions related thereto inclusive of leave for the male employees for the care of the employee's wife and family during postnatal period.
- E. Personal Emergency Days – A personal emergency is defined as an excused absence for the purpose of attending to the illness of a family member or for the purpose of attending to urgent and unusual personal business. Personal emergency days are limited to two (2) days per calendar year and available only to non-probationary, full-time employees.

For purposes of this section, the definition of immediate family shall be: grandparents, mother, mother-in-law, father, father-in-law, daughter-in-law, son-in-law, spouses, child, stepchild, or other person who stands in place of a parent (in loco parentis).

Section 27.3. Employees are required to complete and sign the request for leave form to request payment. Upon approval of the township, payment of sick leave benefits will be made. If approval is denied by the township, the employee shall be notified as to the reason for the denial. If medical attention is required, the employee shall be required to furnish a statement from a licensed medical practitioner notifying the township that the employee was unable to perform his or her duties. Falsification of the request for leave form or a physician's certificate may be grounds for dismissal.

Section 27.4. When an employee is unable to report to work, he or she shall notify the township no later than one (1) hour before the time he or she is scheduled to report to work on each day of absence, unless the employee has made other arrangements with his/her immediate supervisor. The supervisor or other designated person may contact the employee sometime during the day to discuss the reason for the absence. Except where initial notice has been given of and anticipated/estimated multiple workdays' absence, the employee shall give notice to the township each and every day of his or her continued absence. The Employee may, provided that the Employee provides timely daily notice to the Employer, be able to designate the use of comp time, vacation time, or a floating holiday at their discretion for proper daily call offs.



Section 27.5. The township may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the township, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on disability leave. The cost of the examination shall be paid by the employer.

#### Section 27.6

Section 27.7. As above noted, employees shall not abuse the benefit provided under this policy. Abuse may include, but is not limited to:

- A. consistent use of sick leave in conjunction with scheduled time off of any type;
- B. consistent use of sick leave as it is earned, resulting in an extremely low balance of sick leave as compared to time in service;
- C. consistent usage of sick leave for periods of one (1) work day or less;
- D. consistent usage of sick leave for non- specific illnesses; or
- E. The employee being absent more than twenty-four (24) hours in any three (3) month period (except for the death in the immediate family, hospitalization, institutionalization, illness, examination/treatment of the employee or immediate family member or utilization of sick leave for purposes of Family and Medical Leave Policy shall not be counted toward this twenty-four (24) hour benchmark).

Abuse may subject the employee to discipline as determined by the township.

Section 27.8. An employee retiring from the township with at least fifteen (15) years of full-time service with the township shall be paid a lump sum amount equal to twenty five percent (25%) of the appropriate current straight time rate multiplied by the accumulated sick leave hours in that employee's account.

**Sick Leave Extended Payout** – Any employee unable to perform his or her normal job because of illness and whose sick leave and eventual return to service is uncertain because of the medical condition, may, within thirty (30) days from the first absence for that illness, elect to receive accrued sick leave pay in excess of this initial thirty (30) days at a rate of two thirds (2/3) pay thereby extending his or her employment.

**Sick Leave Buy Back Program** – Any employee that has accrued over 960 hours of sick leave is entitled to a twenty (20%) percent payout of the unused amount of sick leave earned in the current year at their base hourly rate. This payout is based on the prior year's sick accrual and is paid on the last payroll of the following January. Under no circumstances will the payout be based on more than the hours earned in one year, which is 120 hours. (Maximum 24 hours paid each year)

i.e.

Maximum – 120 hours earned x 20% = 24 hours at their base hourly rate.  
110 hours earned x 20% = 22 hours at their base hourly rate.  
80 hours earned x 20% = 16 hours at their base hourly rate.  
30 hours earned x 20% = 6 hours at their base hourly rate.  
5.5 hours earned x 20% = 1.1 hours at their base hourly rate.  
(1.10 hours paid is deducted from the accrual)

Any time paid out under this program will be deducted from the employee's accrual.

The Sick Leave Buy Back Program referred to above, shall only be applicable to those Employees that are part of the bargaining unit as of December 31, 2009, and shall not be applicable for any Employees hired after 2009. If the Employer enters into any subsequent written agreement with any other SERB recognized bargaining unit in the Township during the term of this Agreement, that provides for the Sick Leave Buy Back Program for any new Employees hired after 2009, then any new Employees of this bargaining unit shall receive the same benefit as provided under said subsequent written agreement, effective after the receipt of notice from the Union.

## ARTICLE 28 FUNERAL LEAVE

An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purpose of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) work days for each death in his immediate family. "Immediate family" shall be defined to include the employee's parents, step parents, spouse, child, stepchild, sibling, parent-in-law, sibling-in-law, daughter/son-in-law, grandparents, and grandchild. An employee may extend funeral leave with the approval of the Township Administrator, with use of sick time.

## ARTICLE 29 JURY DUTY

Any employee shall, if called for Jury Duty, endorse over one's "jury check" or "warrant" for his services on jury duty, and that employee will receive his regular pay. However, should the employee fail to turn over the "pay" for "jury duty" to the Township, as per the above, then, that employee will not be compensated for those periods because of absence from work due to jury duty.

## ARTICLE 30 UNIFORMS

Section 30.1 The Employer agrees to maintain and continue the existing policy by providing all uniforms or safety equipment as described per the agreed clothing list set forth in this Article for the employees, free of charge.

Section 30.2 Clothing and equipment shall be assigned to each employee. The items described below shall be replaced on an as-needed basis if the item is torn, worn out, or leaks as is reasonably determined by the Employer:

- A. Gloves, one (1) pair insulated and un-insulated leather, replaced twice a year
- B. Insulated Coveralls, including jacket
- C. Yellow Rubber Boots
- D. Jackets, safety reflective and also sweatshirts
- E. Rain Suits
- F. Summer Tee Shirts, to be laundered by the Employee
- G. Nonprescription Safety Glasses
- H. Hard Hats
- I. Ear Protection
- J. Respirators

Section 30.3 The Township will pay \$250.00 per employee per year toward the replacement of work shoes. This allowance shall be available on January 1, and may be used at any time during the year by the employees.

The Employer agrees to provide eleven (11) full uniforms for employees which the Employer shall launder and replace with like kind and quality when necessary.

## ARTICLE 31 INSURANCE

### **HOSPITALIZATION, DENTAL, AND LIFE INSURANCE**

The township shall provide and pay for a portion of comprehensive health, dental, and life insurance programs for its employees. When eligible for this coverage, the employee will be provided with booklets describing his rights and responsibilities under these benefit plans.

Any time a circumstance occurs which changes the insurance coverage eligibility (i.e. marriage, divorce, birth of child, etc.) for a covered employee and /or family member, the employee shall notify the Bath Township insurance coordinator, in writing, with appropriate documentation, of such change within ten (10) days of the event so the appropriate changes may be made to ensure proper insurance requirements and timelines are met.

**Full-Time Employee Health Care-Medical Insurance**

The township will contribute the following compensation known as the "township's employer contribution" to the appropriate insurance company for coverage that each full-time employee selects. Any additional costs will be the responsibility of the employee and will be referred to as the "employee contribution" and will be deducted from the employee check. No reimbursement of these monies directly to the employee is permitted, except that the Employer shall reimburse each employee for health insurance as set forth in Exhibit 'B' for the period from January 1, 2012 until the time that this agreement becomes effective, to equalize the payments for health care- medical insurance made to other bargaining units of the Employer.

**2012 Employer Health Care Contribution**

Health Care	2012	2012 Monthly Base	Special 2012 Increase	New Two Monthly Contribution For 2012 only with special increase
	Yearly Base			
Employee Only	4,342.86	361.9	49.63	\$411.43
Employee/Child	7,854.78	654.57	85.21	\$739.77
Employee/Spouse	8,698.82	724.9	106.26	\$831.16
Family	13,025.13	1085.42	151.71	1,237.14

**2012 Employer Dental Contribution**

	2012 Yearly	2012 Monthly
Employee Only	\$345.24	\$28.77
Employee/Child	\$666.00	\$55.50
Employee/Spouse	\$775.56	\$64.63
Family	\$1,108.92	\$92.41

**2012 Employer Life Insurance Contribution**

	2012 Yearly	2012 Monthly
Employee Only	\$101.34	\$8.45

Ohio Revised Code 505.60 empowers a township to provide and contract for group health insurance, life insurance, dental insurance, and employee assistance program for employees, the township trustees, and fiscal officer. Bath Township offers these benefits in 2012 pursuant to Ohio Revised Code 505.

**Premium Conversion Plan**

A Premium Conversion Plan is offered by the township to eligible employees with the opportunity to pay for health insurance coverage with a portion of their pay before federal and state income taxes or social security taxes are withheld resulting in employees paying less tax.

*Handwritten signature:* Mary Rose Snow

In addition, the township shall permit both part and full-time employees to pay for certain individually owned insurance policies using pre-tax dollars upon execution of the appropriate designation forms.

At no time will insurance providers be permitted to talk with employees during work hours. Also, at no time will the township subsidize the supplementary insurance premium costs.

Please refer to the plan's document marked Appendix D.

For the years 2012, 2013 and 2014, the Township shall provide the same health insurance, including coverage and benefits as provided for other Township employees in the Township Organizational Resolution for each given year.

## ARTICLE 32 WAGES

Yearly wages for future full-time employees, for the following two (2) job classifications (foreman and laborer/equipment operator) shall be paid as follows on a yearly and hourly basis:

Name	2011 Yearly	2011	2012	2013	2014
Miller, James-Foreman	\$54,801.03	\$26.35	\$26.35	\$26.61	\$26.88
Wietecha, Ronald-Foreman	\$54,801.03	\$26.35	\$26.35	\$26.61	\$26.88
Laborer/Equip Op Over 12 months	\$49,321.33	\$23.71	\$23.71	\$23.95	\$24.18
Laborer/Equip Op Hire 12 months	\$47,114.65	\$22.65	\$22.65	\$22.88	\$23.11

If the Employer for the year 2013 or 2014, increases the wages of another bargaining unit or for its administrative staff, then the Employees shall receive the same percentage increase in their wages for that given year. If the Employer elects not to increase the wages for any bargaining unit or its administrative staff for the year 2014, then either the Township or the Union shall upon advance 90 day written notice (that must be timely received by the other party), not be



bound by the 2014 wages stipulated herein, and instead the Employer and the Union shall negotiate the wages for the year 2014

### ARTICLE 33 RETIREMENT

The Employees shall participate while this Agreement is in effect, in the current retirement plan with the Ohio Public Employees' Retirement system (OPERS). If the Employer chooses to voluntarily increase the (OPERS) contribution for any other SERB recognized bargaining unit in the Township, then the Employees hereunder shall receive the same proportional increase.

Participation in such plan requires execution of the necessary application papers. Additionally, employees should file with the trustees, six months prior to the effective date of retirement, a notice of their intent to retire. Although this notice should include the actual date of retirement, it will not be a formal resignation.

### ARTICLE 34 LONGEVITY

Service Credit shall be for continuous full-time service in the township. Per-year service credit compensation for full-time employees shall be derived from the following chart, on an hourly basis (hourly basis all time paid such as sick, comp, vacation, holidays, leave, funeral, with the exception of any monies paid on the sick buyback program):

Beginning With Year Number:	Year 2012
6	\$0.14
7	\$0.19
8	\$0.24
9	\$0.29
10	\$0.34
11	\$0.39
12	\$0.44
13	\$0.49
14	\$0.54
15	\$0.59
16	\$0.64
17	\$0.69
18	\$0.74
19	\$0.79
20	\$0.84

21	\$0.89
22	\$0.94
23	\$1.00
24	\$1.05
25 and over	\$1.10
	\$12.33

#### ARTILCE 35 CREDIT UNION

The Employer agrees that upon written request of any employee covered by the Agreement, it will make one (1) deduction per week from earnings due the employee and will remit such amount to the Ohio Teamster Credit Union, Inc. at the end of each month with names of contributing employees and the amount contributed.

#### ARTICLE 38 COURT TIME/LEGAL SERVICES

An employee shall be given necessary time, with pay, including travel time, when required to appear in court in connection with their time spent in service with the Employer or in performing emergency civilian duty. Compensation shall be at one and one-half (1 ½) times their hourly rate for court time in excess of 40 hours per week. Employees that are named as parties to a civil lawsuit will have the benefit of retained legal counsel if the cause of action arose from the employee's acting within the scope of their employment.

#### ARTICLE 39 DAMAGE TO PERSONAL PROPERTY

Up to a limit of one hundred-twenty (\$120.00) dollars per incident, per employee, per year, the Employer will replace property which is damaged or destroyed in the course of employment. Requests for amounts higher than one hundred (\$120.00) dollars are subject to approval by the trustees.

#### ARTICLE 40 PHYSICAL FITNESS WORKOUT ROOM FACILITY

Employees shall be granted use of the Physical Fitness Workout Room Facility according to the Bath Township Personnel Policy Manual in effect at the time of use.

## ARTICLE 41 SUBCONTRACTING

The Employer shall have the right to subcontract work to any independent third party as in the past, as long as this subcontracting does not create a layoff. The Employer agrees to discuss this assignment upon request of the Union.

## ARTICLE 42 MISCELLANEOUS

Section 42.1 Any item not provided for in this Agreement shall be governed by the applicable provision in the Township Organizational Resolution in effect at the given time.

Section 42.2 If the Employer enters into any subsequent written Agreement with any other SERB recognized bargaining unit in the Township during the term of this Agreement, then the Employees hereunder shall receive the same benefit as provided under said subsequent written Agreement, effective after the receipt of notice from the Union, for the following items only: vacations, holidays, sick leave and sick pay, health and dental benefits, and longevity.

Section 42.3 Effective as of December 31, 2010, a supervisor outside of the bargaining unit, shall not as a general rule, perform job duties that are usually assigned to a bargaining unit employee except for emergencies, training where the trainee is present, and for absenteeism for at least 72 hours. The Employer agrees that supervisors shall not normally perform bargaining work for the sole purpose of avoiding overtime to bargaining unit members. Prior to December 31, 2010, one supervisor may operate a snow plow truck during the snow season.

## ARTICLE 43 DURATION

This Agreement shall become effective except as provided herein, as of 12:01 a.m. on January 1, 2012, and shall replace any existing Agreements, and shall continue in full force and effect, along with any amendments made and annexed hereto until midnight on December 31, 2014.

Wages as provided hereunder shall be paid as soon as reasonably possible after this Agreement is entered into by both parties. Health and dental insurance costs and benefits as provided hereunder shall become effective as of the date this Agreement is entered into by both parties.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this  
9<sup>th</sup> day of NOV.

FOR THE TEAMSTERS:

Patricia Dawson

Gerard Alant

Sean Humphrey

FOR THE BATH TOWNSHIP TRUSTEES:

Harold A. Treibe

Beef Gibbett

\_\_\_\_\_

# EXHIBIT "A"

1. Sean \$968.50
2. Brent \$537.40
3. Kurt \$1,018.24
4. J. Miller \$1,101.01
5. J. Hete \$792.37
6. Ron \$1,175.87



# EXHIBIT "B"

## Road Union Health Insurance Deductions

		Withheld Jan	Withheld Feb	Withheld Mar	Withheld Apr	Withheld May	Withheld Jun	Withheld Jul	Withheld Total	All Other Employees	Over Withheld
Hete	S	35.75	35.71	35.73	35.73	35.73	35.73	35.73	250.11	-	-250.11
Humphrys	F	153.78	153.78	153.78	153.78	153.78	153.78	153.78	1,076.46	289.17	-787.29
Miller	TA	88.5	88.5	88.5	88.5	88.5	88.5	88.5	619.5	90.58	-528.92
Nash	S	35.75	35.71	35.73	35.73	35.73	35.73	35.73	250.11	-	-250.11
Obendorfer	--	-	-	-	-	-	-	-	-	-	-
Wietecha	TA	88.5	88.5	88.5	88.5	88.5	88.5	88.5	619.5	90.58	-528.92