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AGREEMENT
BETWEEN THE
BOARDMAN TOWNSHIP TRUSTEES
AND THE
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES (AFSCME), OHIO COUNCIL 8,
LOCAL 2498

JANUARY 1, 2016-DECEMBER 31, 2018

SERB Case No. 2015-MED-09-0938

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PREAMBLE

This collective bargaining agreement is entered into by and between Boardman Township, Ohio, hereinafter referred to as the "Township," or the "Employer," and Ohio Council 8 and Local 2498, American Federation of State, County, and Municipal Employees (AFSCME), hereinafter referred to as the "Union," or the "AFSCME," and has as its purpose the following:

1. to comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth an understanding and agreements between the parties governing wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein;
2. to recognize the legitimate interests of employees to participate through collective bargaining in the determination of the wages, hours, and other terms and conditions of their employment;
3. to promote individual efficiency and service to the citizens of Boardman Township;
4. to avoid interruption or interference with the efficient operations of the Employer's business;
5. to provide a basis to address matters of mutual interest by means of amicable discussions.

ARTICLE 1 **RECOGNITION**

Section 1. The Township hereby recognizes the Union as the sole and exclusive bargaining agent of all full-time and part-time non-elected, non-exempt clerical, service and maintenance, and administrative employees for the purpose of collective bargaining and any and all matters related to wages, hours, and working conditions of employees in the bargaining unit as certified in SERB Case Number 05-REP-08-0117.

Section 2. The following classifications are currently included in the unit:

1. Clerical Police
2. Clerical Fire
3. Clerical Road
4. Clerical Zoning
5. Payroll Clerk
6. Accounts Payable
7. Custodian
8. Maintenance Worker
9. Social Services Case Manager
10. Crime Analyst
11. Field Inspector (PT)
12. Microfilm Clerk (PT)
13. Receptionist (PT)

Section 3. As set forth in the Act, all management, confidential, supervisory, temporary, seasonal, other employees as determined by SERB, and employees not certified by SERB as being included in the bargaining unit, are excluded.

Section 4. In the event that a dispute arises over whether or not a classification is to be included or excluded from the unit, the parties agree that the Union may file a petition to amend/clarify the unit as set forth in Article 14, New Job Titles/Classifications.

ARTICLE 2 **BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW**

Section 1. The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, 325.19, 505 et seq., nor any local Rules and Regulations of the Civil Service Commission of Boardman Township pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement.

Section 2. Notwithstanding the above, Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

Section 3. In accordance with the provisions of Ohio Revised Code section 4117.10 (A), this agreement covers the wages, hours, and terms and conditions of employment to the extent provided herein. It is therefore the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the statutory rights of bargaining unit members as set forth below:

<u>Contract Article</u>	<u>Statute/Regulation Preempted (All Statutory References include Corresponding OAC Sections)</u>
Article 9 Discipline	ORC 124.34
Article 10 Grievance Procedure	ORC 124.34; ORC 2506.01-2506.04
Article 11 Seniority	ORC 124.321-124.328; ORC 9.44
Article 13 Reduction in Force	ORC 124.321-124.328
Article 15 Probationary Periods	ORC 124.27
Article 16 Hours of Work	ORC 4111.03
Article 20 Vacation Leave	ORC 9.44; ORC 325.19
Article 21 Holidays	ORC 325.19; 511.10
Article 22 Sick Leave	ORC 124.38; ORC 124.39

ARTICLE 3 **MANAGEMENT RIGHTS**

Section 1. Management retains its constitutional, statutory, or inherent exclusive rights of the Employer with respect to matters of general managerial policy, except as modified herein. The Employer retains the right and the authority to administer the business of the department, and in addition to other functions and responsibilities which are not specifically modified by this agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate reasonable work rules

and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for cause, and to maintain discipline among employees;
- B. to manage and determine the location, type, and number of physical facilities, uses of and type of equipment, programs, and the work to be performed;
- C. to determine the department's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. to determine the size and composition of the work force and each department's organizational structure, including the right to layoff employees from duty;
- E. to promulgate and enforce reasonable work rules, policies, and procedures;
- F. to determine the hours of work, work schedules, and to establish the necessary reasonable work rules for all employees;
- G. to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- H. to determine the necessity to schedule overtime and the amount required thereof;
- I. to determine the department's budget and uses thereof; and,
- J. to maintain the security of records and other pertinent information.

ARTICLE 4 **NO STRIKE/NO LOCKOUT**

Section 1. The Union hereby affirms and agrees that it will not either directly or indirectly call, sanction, encourage, finance, or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference involving the withholding of services from the Employer.

Section 2. In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union, and order all employees to return to work immediately.

Section 3. It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Employer and the public at large.

Section 4. The Employer agrees that it will not lockout employees.

ARTICLE 5 **WORK RULES**

Section 1. The Union recognizes that the Employer, under this agreement, has the right to promulgate and implement new and revised reasonable work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 2. Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union and meet with the Union to discuss the matter prior to the date of implementation.

Section 3. The Employer recognizes and agrees that no work rules, regulations, policies or procedures shall be maintained or established that are in violation of any expressed terms or provisions of this agreement.

ARTICLE 6 **SEVERANCE OF PRIOR AGREEMENTS/MID-TERM BARGAINING**

Section 1. This contract, it is mutually agreed, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addendums (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining, except as specifically provided for in Section 2, for the term of this contract.

Section 2. Mid-Term Bargaining. If the Employer is contemplating any changes that would affect the wages, hours, and/or conditions of employment not otherwise provided for in this contract, then the Employer, prior to making such change, shall inform the Union of said proposed change and negotiate to impasse with the Union concerning such change. The Employer may unilaterally implement such change after impasse is reached.

ARTICLE 7 **NON-DISCRIMINATION**

Section 1. Neither the Township, its agents, agencies or officials, nor the Union, its agents, or officers will discriminate against any bargaining unit member on the basis of age, sex, race, color, religion, military status, national origin, genetic information, or disability as provided under state or federal law. The parties agree that the reference to state and federal law does not preclude an employee from pursuing both contractual and administrative/legal remedies available under the law.

Section 2. There shall be no intimidation or coercion of employees into joining the Union or continuing their membership therein. There shall be no discrimination, interference, restraint or coercion by the Township against any employee for his lawful activity on behalf of or because of his membership in the Union. There shall be no interference with the right of employees to become members or to continue as members in the Union.

Section 3. Gender Neutral. Within the provisions of this agreement, it is the intent of the parties that all references to gender specific terms (e.g., his, he, etc.) be construed to include the opposite sex.

ARTICLE 8

DUES DEDUCTION/FAIR SHARE FEES

Section 1. Membership. All employees electing to hold membership in the Union shall execute an authorization for dues deductions on a form provided by the Union. Those employees not electing to hold membership in the Union shall remit a fair share fee. The Employer shall notify the Union when a new employee is hired into a bargaining unit classification, and shall provide the Council 8 representative with the employee's name and address so that the Union may provide that employee with a copy of the fair share fee procedure booklet if necessary.

Section 2. Dues Deduction. The Employer, pursuant to law, will deduct monthly dues, assessments, and initiation fees as designated by the treasurer of the Union. This is to include uniformly required membership dues and assessments of the Union. Deductions are to be made on the basis of individually signed authorization check-off cards unless otherwise provided by law. The Union shall defend and indemnify the Township against any and all claims or demands against it arising out of these deductions

Section 3. Remitting Procedure. The Employer shall make payroll deductions in equal amounts during each pay period of the month. Deductions made pursuant to this provision shall be remitted to the Union within fourteen (14) calendar days. The Employer will forward the aggregate payroll deductions of such dues to the AFSCME Ohio Council 8, Attn: Controller, 6800 North High St., Worthington, OH 43085 or such address as provided by the Union. The Union agrees to provide the Employer at least thirty (30) days notice of any change in the amount of dues to be deducted or address that the deductions for dues are to be remitted.

Each transmission of dues shall be accompanied by an alphabetical list indicating (1) the name, address, and social security number [last four (4) digits] of the employees, and the deduction amount, and (2) the name of each employee whose name has been dropped from the prior list. The Employer shall provide the local union president with a copy of this list.

Section 4. Fair Share Fee. In recognition of the Union's services as the bargaining representative, all members of the bargaining unit not electing Union membership shall share in the financial support of the Union by paying a service fee. The assessment and collection of all fair share fees including, but not limited to automatic payroll deductions, shall be in accordance with Ohio Revised Code, Section 4117.09(C). During the life of this agreement, the Township shall deduct fair share/service fees levied by the Union from the pay of each employee. The deduction shall be transmitted to the Union no later than fourteen (14) days following the end of the first pay period of each month. The Union shall defend and indemnify the Township against any and all claims or demands against it arising out of this deduction.

Each transmission of fair share fees shall be accompanied by an alphabetical list indicating (1) the name, address, and social security number [last four (4) digits] of the employees, and the deduction amount, and (2) the name of each employee whose name has been dropped from the prior list. The Employer shall provide the local union president with a copy of this list.

Section 5. Fair Share Fee Deduction Procedure. The fair share fee amount shall be certified to the Employer by the Union and shall not exceed the amount of Union dues. Sixty (60) days after the commencement of employment, employees not electing to hold membership in the Union will as a condition of employment pay the Union a fair share fee to cover each employee's prorata share of: (1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and other disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this agreement.

The deduction of fair share fees from any earnings of an employee shall be automatic, and does not require a written authorization for payroll deduction. The Employer's responsibility to deduct such fair share fees is contingent, however, upon the Union's fulfillment of all obligations imposed upon it by this article. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure.

Section 6. P.E.O.P.L.E. Deduction Procedure. The Employer will deduct voluntary contributions to the AFSCME International Union's Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) Committee from the pay of employees covered by this contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee, provided that an employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time. The authorization card shall state clearly on its face the right of an employee to revoke, and the Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 7. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, except as herein provided, and the Union hereby 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. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues deductions.

The Employer shall notify the Union in a timely manner of any claims, demands, or suits based on the payment of dues or fair share fees pursuant to this contract, and the Employer agrees not to settle any such actions without the consent of the Union.

ARTICLE 9 **DISCIPLINE**

Section 1. The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. No employee shall be demoted, suspended (including working suspensions), discharged, or removed except for grounds stated in Section 2 of this

article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning.
2. Written reprimand.
3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
4. Suspension of record (i.e., paper suspension).
5. Demotion.
6. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, violation of work rules, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 3. Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Generally, the Employer agrees that discipline should be issued in a timely manner. The Union acknowledges that timeliness may be affected by the length of time required for an investigation, when the conduct was discovered, etc.

Section 4. Whenever the Employer determines that an employee may be suspended, demoted, or terminated, a predisciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the employee and the Union in writing of the charges against the employee, the underlying factual basis for the charges (including date and time if known), and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held within twenty-four (24) hours, between management and the employee.

The employee may be accompanied by a Union steward or officer during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative

shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this agreement. Resolution to disciplinary action, where the employee has declined Union representation, shall not serve as precedent in future disciplinary matters. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

Section 5. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within seven (7) calendar days from receipt of the notice of discipline by the employee. Disciplinary actions not involving a loss in pay may be appealed through the grievance procedure, but are not subject to the arbitration procedure.

The Union reserves the right to submit any disciplinary action, regardless of loss in pay, to arbitration where there is a clear, unequivocal showing of Union animus as the basis for the disciplinary action.

Section 6. Any employee under indictment or arrested for a felony may be placed on an administrative leave of absence with pay until resolution of the court proceedings. An employee found guilty by trial court may be summarily discharged, and any accrued unused leave will be forfeited, to the extent necessary, to offset the time spent on administrative leave. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this article.

Section 7. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no other intervening discipline, according to the following schedule:

Letters of Instruction and Cautioning and Written Reprimands	twelve (12) months
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Suspensions and Demotions	twenty-four (24) months
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ARTICLE 10 **GRIEVANCE PROCEDURE**

Section 1. Definition. The term grievance shall mean a dispute or difference involving an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of this agreement.

Section 2. Any member of the bargaining unit or the Union may file a grievance. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group or class action grievance. The names of each member along with their respective signatures on behalf of which the grievance is filed shall be affixed to the grievance form. Should the Union file a group grievance, it will specify the affected employees or group of employees on the grievance form.

Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

Section 3. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Time limits set forth herein may only be extended by mutual agreement of the parties, and are to be strictly enforced. An arbitrator is without authority to render any decision involving a grievance that does not conform to the parties' negotiated time limits.

The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits provided herein shall be deemed to have been answered in the negative and advanced to the next step of the procedure.

Section 4. Grievance Contents. All grievances shall be filed in writing on a form provided by the Union and must contain, but not be limited to, the following information:

1. Date and time grievance occurred.
2. Description of incident giving rise to the grievance.
3. Articles and sections of the agreement involved. The Union has the right to amend the articles/sections involved up through the last step of the grievance procedure.
4. Relief requested. The Union has the right to amend the remedy up through the last step of the grievance procedure.
5. Signature of the employee.

Section 5. Disciplinary grievances involving suspension, reduction in pay or position, or discharge are to be appealed directly to Step 2 of the grievance procedure as specified in this article. All other grievances related to disciplinary action are to be filed at Step 1.

Section 6. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. The following steps are to be followed in the processing of a grievance.

Step 1. Within seven (7) calendar days of the incident giving rise to the grievance, the aggrieved employee shall submit his written grievance to the department head, who shall indicate the date and time of receipt of the grievance and affix his signature to the grievance form. The department head shall schedule a meeting to discuss the grievance and respond in writing to the grievant within seven (7) calendar days of receipt of the grievance.

Step 2. A grievance unresolved at Step 1 may be submitted by the grievant to the Administrator or his designee within seven (7) calendar days of receipt of the Step 1 answer. The Administrator or his designee shall meet with the grievant and a representative(s) of the Union (i.e., local steward, AFSCME Representative) within fourteen (14) calendar days of submission of the grievance to Step 2 to discuss the grievance. The Administrator or his designee shall provide a written response to the grievant within fourteen (14) calendar days of such meeting.

Grievances unresolved at Step 2 may be submitted to arbitration upon request of the Union in accordance with the provisions of this article. At any time after the Step 2 answer, the parties may mutually agree to mediate the dispute using the Federal Mediation and Conciliation Service (FMCS).

Section 7. Arbitration. The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 2, the Union shall notify the Employer, in writing, of its intent to seek arbitration of an unresolved grievance.

Selection of the Arbitrator

Grievances not settled in the foregoing steps of the grievance procedure shall be submitted upon request to arbitration under the voluntary rules of the Federal Mediation and Conciliation Service (FMCS). Upon the conveyance of the demand for arbitration, the parties shall request a panel of nine (9) or fourteen (14) names of Ohio resident, national academy certified arbitrators from FMCS. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party may reject up to two (2) lists and request another list.

Hearing and Decision

The arbitrator shall conduct a hearing on the grievance within the time allotted by FMCS. The principals of the grievance will be afforded at hearing an opportunity to present their respective cases. Upon the close of the hearing, the arbitrator shall render a decision that will be final and binding on the parties.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this agreement, and shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or applicable laws;
2. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations established by the Employer so long as such practice, policy, or regulations do not conflict with this agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or

to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no more than seven (7) days prior to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

Arbitrability

The question of substantive arbitrability may be raised by either party before the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, he will make a determination on the merits of the grievance.

Arbitration Expenses

The expenses and charges of obtaining the list shall be borne by the party requesting it. The expenses of the arbitration hearing/arbitrator's fees shall be split equally by the parties. The expense and compensation of any court reporter or transcript shall be borne by the party requesting them, or split equally if both parties make the request. Witness expenses shall be borne by the party calling the witness. Employee witnesses shall suffer no loss in straight time pay.

Arbitration Awards/Settlements

Arbitration awards and pre-arbitration settlements shall be final and binding on the Employer, the Union, and the grievant(s) subject to the provisions of the Ohio Revised Code.

ARTICLE 11 **REDUCTION IN FORCE & RECALL**

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supercede the provisions of ORC 124.321 to 124.328, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the Boardman Township Municipal Civil Service Commission governing work force reductions.

Section 2. Notice. Whenever the Employer determines that a lack of work or a lack of funds exists, or reorganization in the operations of the Employer is necessary, a reduction in force (i.e., layoff, reduction in hours, or job abolishment) shall occur. The Employer shall notify the affected employee(s) in writing at least twenty-one (21) calendar days prior to the date of the reduction.

Section 3. Procedure. When the Employer determines that a reduction in force is to be made within the bargaining unit, the member with the least amount of total seniority within the affected job classification shall be reduced first. Within the affected classification, the Employer will first reduce seasonal, intermittent, and part-time employees prior to reducing a regular

bargaining unit employee. An employee who is reduced may utilize his total seniority to displace an employee with less total seniority in another bargaining unit job classification.

In order to displace another employee, the bargaining unit member must satisfy all of the minimum qualifications for the position and be able to perform all of the essential functions of the position without a loss in efficiency or productivity. An employee that displaces another bargaining unit member as a result of this process will be treated as a probationary employee under Article 19, Section 1. The Employer, at its sole discretion, may decide that the employee is not capable of meeting the standards for performance for the position into which he bumped, recall the displaced employee back to the position, and reduce the other employee. The Employer's decision is not subject to the parties' grievance procedure or any other avenue of appeal.

Seniority, for the purposes of reduction and recall, is calculated in accordance with Article 20 of this agreement.

Section 4. Recall. A bargaining unit member laid off under this article shall remain on the layoff list for thirty-six (36) months. When the Employer determines that it wishes to recall laid off members of the bargaining unit, the Employer shall recall from the layoff list in reverse order in which the members were laid off.

Employees shall be given ten (10) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

ARTICLE 12

LABOR MANAGEMENT MEETINGS

Section 1. In the interest of sound labor/management relations, within fourteen (14) calendar days of a written request of either party and/or on a mutually agreed day and time, the Administrator/designee and not more than two (2) Employer representatives shall meet with not more than three (3) representatives of the Union to discuss those matters addressed in Section 2. Additional representatives may attend by mutual agreement.

Section 2. An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting. The Union shall also supply the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

- A. Notify the Union of changes made by the Employer which affect bargaining unit members;
- B. Discuss the grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;

- C. Disseminate general information of interest to the parties;
- D. Discuss ways to increase productivity and improve efficiency;
- E. Give the Union representatives the opportunity to share the views of their members on topics of interest to both parties; and
- F. To consider and discuss health and safety matters relating to employees.

Section 3. If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible. Union employee representatives shall not suffer any loss of straight time pay during attendance at such meetings during their scheduled working hours. Attendance at such meetings during non-scheduled hours shall not be compensated.

Section 4. Labor/management meetings are not generally intended to be negotiation session(s) to alter or amend the basic agreement. Nothing in this article shall prevent the parties from informally resolving matters of immediate concern. Subjects of immediate concern to the Union, which are not the proper subject of a grievance as defined herein, shall be brought to the attention of the Administrator/designee. Subjects of immediate concern to the Employer shall be brought to the attention of the Union local president.

ARTICLE 13 **HEALTH AND SAFETY**

Section 1. Safety. Occupational safety and health is a mutual concern of the Union and the Employer. The Union will cooperate with the Employer in encouraging employees to comply with all applicable safety rules and regulations. The Employer agrees to operate and maintain a safe working environment for all bargaining unit members.

Section 2. Equipment/Vehicles. The Employer agrees to provide employees with the necessary tools and equipment in order to perform their job duties. Where employees are required to use township vehicles for their job duties, the Employer agrees to provide and maintain such vehicles in a safe working condition.

Section 3. Unsafe Conditions. All bargaining unit members are responsible to report in writing, all unsafe conditions relating to operations to their designated supervisor. No bargaining unit member shall be subject to any disciplinary action for such reporting.

Section 4. Employees shall follow all departmental safety rules, regulations, and methods. Employees failing to report safety violations, observe safety rules, regulations, and methods, or failing to appropriately use safety equipment that is provided shall be subject to disciplinary action.

ARTICLE 14
NEW JOB TITLES/CLASSIFICATIONS

Section 1. Whenever the Employer creates a new job classification or substantially restructures/redefines an existing one, in a classification represented by the Union, it shall notify the Union of such action. Such notification shall state the job classification title, whether or not the new classification is to be included/excluded from the bargaining unit, a description of the duties for such classification, and the initial wage rate/schedule for such classification

Section 2. Should the parties agree that the new classification is to be included in the bargaining unit, both the Employer and the Union shall file a joint petition to amend the bargaining unit with the State Employment Relations Board (SERB). The Union shall have the right, within thirty (30) calendar days from receipt of notice from the Employer, to file a notice to negotiate concerning the initial wage rate/schedule established by the Employer

Section 3. Should the parties disagree on the inclusion/exclusion of the new classification in the bargaining unit, the Union or Employer may petition to mend/clarify the bargaining unit with the State Employment Relations Board (SERB). If SERB determines that the new classification is to be included in the bargaining unit, the Union may file a notice to negotiate concerning the initial wage rate or schedule established by the Employer within thirty (30) calendar days of that determination.

Section 4. If negotiations are initiated and the parties are unable to reach agreement, the issue may be submitted to SERB for resolution in accordance with R.C. 4117.

ARTICLE 15
VACANCIES/TEMPORARY TRANSFERS

Section 1. Vacancy Determination. The Employer shall determine when a position within the bargaining unit is vacant and when or if it is to be filled. If the Employer eliminates a position that was in the bargaining unit, the Employer will notify the Union president of the elimination.

Section 2. Vacancy Posting. When a vacancy occurs, including a new job created within the bargaining unit, the Employer shall post a notice of the opening or openings for seven (7) consecutive calendar days. The notice shall contain the classification title, rate of pay, department, brief job description, and date of posting. Employees who wish to be considered for the posted job must file written application with the Employer/designee by the end of the posting period. Vacancies for bargaining unit positions shall be posted as such.

Section 3. Vacancy Award. All applications timely filed shall be reviewed by the Employer and the job will be awarded to the most qualified employee on the basis of experience, skills, and abilities. If the Employer determines that two (2) employees are equally qualified, the vacancy will be awarded to the most senior applicant. If there are no qualified employees who bid, the Employer may fill the vacancy from outside.

Section 4. Temporary Transfers. When the Employer determines that a transfer from one (1) job classification to another is necessary, it shall offer the transfer opportunity, by seniority, to those employees in the classification from which the transfer is to occur. Should no one accept,

the Employer may temporarily transfer the least senior employee from one (1) job classification to another job classification either within the same department or to another department.

Section 5. Transfer Pay Rate. Any employee who performs work in a lower classification shall receive his regular rate of pay. Any employee who performs work in a higher classification shall be paid the rate, at the lowest step, of the higher classification amounting to an increase for all hours worked in the higher classification. Vacation, holiday, bereavement, paid personal days, and sick leave pay while on temporary transfer shall be at the employee's regular rate of pay.

ARTICLE 16 **UNION ACTIVITY/REPRESENTATION**

Section 1. There shall be no Union activity on Township time except as provided for in this agreement.

Section 2. Stewards. The Union shall designate two (2) employee representatives, known as "stewards," for the purposes of conducting activities related to the representation of bargaining unit members. The Union may also designate alternate members to act in place of the regular steward(s) during periods of absence.

Section 3. Activity. Stewards will be provided reasonable time off, without loss of pay, to conduct activities related to Union representation during regular work hours (i.e., preliminary meetings prior to an informal/formal step in the grievance procedure, grievance processing, labor management meetings). Additional time may be granted, with prior approval of the Employer. The decision to grant such time is strictly discretionary, and under no circumstances shall such time interfere with the efficient operations of the Township.

Section 4. The Union shall be permitted to utilize the Employer's equipment to prepare copies of documents utilized in representation activities.

Section 5. The Employer agrees to allow one (1) Union officer or representative three (3) unpaid days of leave per calendar year to attend conventions, seminars, or union activities. The Union officer or representative may elect to utilize vacation leave in accordance with Article 28, Vacation Leave, if he would like for the day to be paid.

ARTICLE 17 **BULLETIN BOARDS**

Section 1. The Employer shall provide space for a bulletin board for the exclusive use of members of the bargaining unit in the Road Department, Fire Department, Police Department, and Administrative Office lunch area.

Section 2. All notices which appear on the Union's bulletin board shall be posted by a Union official in the bargaining unit during non-working time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. notice of Union meetings;
- C. Union appointments;
- D. notice of Union elections;
- E. results of Union elections;
- F. reports of standing committees and independent arms of the Union; and
- G. legislative reports.

All other notice of any kind not covered in "A" through "G" above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

- A. personal attacks upon any other member or any other employee;
- B. scandalous, scurrilous, or derogatory attacks upon the administration;
- C. attacks on and/or favorable comments regarding a candidate for public office.

ARTICLE 18

PERSONNEL FILES

Section 1. Personnel Files. It is recognized by the parties that the Employer may prescribe regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the Employer. Inasmuch as material in a public employee's personnel file is considered a public record under the Ohio Public Records Law, the Employer is prohibited from denying access to certain portions of an employee personnel file when a public records request is made for the material. The Employer agrees to notify bargaining unit members when such a request has been made.

Section 2. Access. Each bargaining unit member shall be allowed to review his personnel file during non-working time within three (3) days of submitting a written request to do so. If any member disputes the accuracy of the material in his personnel file, he may make a written request that an AFSCME representative be granted access to the personnel file. The Employer agrees to schedule a mutually agreeable time for the AFSCME representative to be granted access to the personnel file once the request has been made.

Section 3. Clarification. Bargaining unit members will be provided a copy of any new material placed in a member's personnel file. If the member feels that clarification of the circumstances surrounding the writing of such material is necessary, the member may submit to the Administrator or his designee a written clarification or explanatory memorandum. Such memorandum shall not contain derogatory or scurrilous matter regarding the Employer or any other employees. Upon examination, the Administrator or his designee shall have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

ARTICLE 19

PROBATIONARY PERIODS

Section 1. Initial Hire. Newly appointed employees to full-time bargaining unit positions shall be required to successfully complete a probationary period. The probationary period for such employees shall begin on the first day of work and shall continue for a period of one hundred eighty (180) days. A newly appointed employee may be terminated at any time during the probationary period and shall have no appeal over such removal.

Section 2. Promotions. Newly promoted employees to full-time bargaining unit positions shall be required to successfully complete a probationary period. The probationary period for such employees shall begin on the first day of work and shall continue for a period of ninety (90) days. A newly appointed employee may be returned to their prior position at any time during the probationary period and shall have no appeal over such decision.

ARTICLE 20

SENIORITY

Section 1. Definition. Total seniority shall be computed by length of accumulated, uninterrupted, full-time service as a bargaining unit member with the Employer. Part-time employees receive seniority credit pro-rated to the amount of hours worked by a regular full-time employee (e.g., a part-time employee working one thousand forty [1,040] hours during a year is credited with one-half [1/2] years seniority credit).

Section 2. Seniority is interrupted through voluntary resignation, termination of employment, layoff in excess of thirty-six (36) months, and failure to report to work without prior notice to the Employer for a minimum of three (3) consecutive work days.

Section 3. Seniority List. Twice annually, during January and July, the Employer shall prepare and post a seniority list. Additionally the Employer agrees to prepare and post an updated seniority list whenever there are new additions/deletions to the unit.

ARTICLE 21

HOURS OF WORK/OVERTIME

Section 1. This article is intended to define the normal hours of work per day or per week. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or from establishing part-time positions. This article is intended to be used as the basis for computing overtime eligibility and shall not be construed as a guarantee of work per day or per week.

Section 2. Work Scheduling. The Union acknowledges that it is the management right of the Employer to schedule and/or adjust work schedules to meet the operational needs of the Township. At least seven (7) days in advance, the Employer shall conspicuously post the regularly assigned hours, work days, and shift assignments of all members.

Section 3. Work Week Defined. Each employee's work schedule shall be determined by the Employer. The normal work week for full-time bargaining unit employees shall consist of forty (40) hours of work during a seven (7) day, one hundred sixty-eight (168) hour period, established by the Employer. Such time includes the established paid lunch period. The Employer shall have the ability to interrupt the lunch period and order employees to return to work if it determines that its operational needs so require.

Section 4. Overtime. All overtime will be paid according to the Fair Labor Standards Act (FLSA). Bargaining unit members shall be entitled to receive one and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of forty (40) hours during the standard seven (7) day, one hundred sixty-eight (168) hour work week established previously.

Section 5. Overtime Approval. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time unless overtime has been approved by the Employer.

Section 6. Mandatory Overtime. Whenever the Employer determines overtime is necessary to meet the operational needs of the department, any or all employees may be required to work overtime.

Section 7. Overtime Rotation. The Employer agrees that it will maintain an overtime list for each classification. When an overtime opportunity is available in a specific classification, the Employer will offer the opportunity to the employee having the least amount of overtime hours worked in that classification. An employee who is unavailable or declines the opportunity will be credited for the overtime as if it had been worked.

Section 8. Compensatory Time. By mutual agreement between the Employer and the employee, a bargaining unit member may be permitted to receive overtime payments in the form of compensatory time, up to a maximum of one hundred twenty (120) hours. Compensatory time requests are subject to the operational needs of the Employer and must be submitted at least one (1) week in advance of the date requested, unless mutually agreed otherwise. The parties acknowledge that the Employer retains all its rights to manage the use of and administration of compensatory time under federal law, including the ability to cash-out compensatory time banks.

ARTICLE 22 **CALL-OUT PAY**

Section 1. Call-Out Pay. Employees who are called into work at a time when they are not regularly scheduled, and which time does not abut their regular work time, shall receive a minimum call out of three (3) hours of pay or work at the applicable rate of pay. Should the employee not wish to remain for the entire three (3) hours, they shall only be paid for the actual time worked.

ARTICLE 23 **SALARY AND WAGES**

Section 1. Base Salaries and Wages. The following represents the annual base percentage increases for bargaining unit members for the duration of this agreement. The actual wage rates

are attached and appended to the parties' agreement as Appendix "A." Effective the first pay period of fiscal year 2016, the top step of the wage scales shall increase by two percent (2%), with a five percent (5%) step differential being maintained for each step below the top step. Effective the first pay period of fiscal year 2017, the top step of the wage scale shall increase by two percent (2%), with a five percent (5%) step differential being maintained for each step below the top step. Effective the first pay period of fiscal year 2018, the top step of the wage scale shall increase by two percent (2%), with a five percent (5%) step differential being maintained for each step below the top step.

Section 2. Newly hired employees shall start at Step 1 and shall advance one step in the schedule on each annual anniversary date of hire until reaching Step 5.

Section 3. Part-time employees shall be paid one dollar (\$1.00) per hour less than full-time employees in the same job classification.

ARTICLE 24 **LONGEVITY**

Section 1. Eligibility. Longevity is based upon years of continuous full-time service with Boardman Township. No bargaining unit member shall receive longevity pay until they have completed the required amount of continuous full-time service with the Employer. Part-time employees are not eligible for longevity benefits until becoming full-time. If this occurs, they will receive pro-rated full-time service credit for their part-time service in accordance with Article 20, Seniority, Section 1.

Section 2. Longevity Schedule. Longevity pay shall be given to bargaining unit members in the form of an hourly supplement according to the following schedule:

<u>Years of Continuous Service with the Employer</u>	<u>Longevity Supplement</u>
After 5 years of completed service	\$.25
After 10 years of completed service	\$.30
After 15 years of completed service	\$.35
After 20 years of completed service	\$.40
After 25 years of completed service	\$.45

ARTICLE 25 **UNIFORMS/UNIFORM ALLOWANCE**

Section 1. Each full-time employee in the custodian and maintenance worker and records clerk classifications shall receive a clothing allowance of three hundred dollars (\$300.00) per year. Such allowance is payable upon the submission of the appropriate documentation substantiating uniform purchases.

Section 2. For those employees wearing Employer-provided uniforms, the Employer agrees that it shall provide replacement uniforms that are damaged or worn on an as- needed basis. The employee shall reimburse the Employer for the cost of uniform replacement where the damage was caused by the employee.

ARTICLE 26
NON-USE OF SICK LEAVE BONUS

Section 1. Each full-time employee who utilizes no sick leave during a calendar quarter shall be eligible for a bonus payment for the non-use of sick leave in the amount of one hundred fifty dollars (\$150.00) per quarter (i.e., January 1st – March 31st, April 1st – June 30th, July 1st – September 30th, October 1st – December 31st). Any employee achieving perfect attendance for a full year shall receive an additional one hundred dollar (\$100.00) bonus. Payment shall be issued in accordance with the schedule currently in effect. Usage of sick leave for bereavement purposes shall not be counted against the sick leave bonus.

ARTICLE 27
HEALTH INSURANCE

Section 1. Hospitalization Coverage. The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care insurance.

Section 2. Contribution Rates. The Employer and its employees shall contribute the following monthly amounts for medical, hospitalization, vision, and dental coverage under its insurance plan.

	Employer	Employee	Total Base Contribution	Employee Contributions each Pay Periods (26)
Single Contribution	\$345.55	\$60.98	\$406.53	28.16
EE/Spouse Contribution	\$761.20	\$134.33	\$895.53	61.97
EE/Child(ren) Contribution	\$664.59	\$117.28	\$781.87	54.10
Family Contribution	\$1,008.30	\$177.93	\$1,186.23	82.15

Section 3. Cost Increases/Decreases in Subsequent Plan Years. In any given plan year, should the plan cost exceed the total base contribution amounts set forth above, the parties shall share the excess cost on a 60/40 basis with the Employer assuming sixty percent (60%) of the cost and the employee paying forty percent (40%) of the cost.

The total contribution and obligations for both the employee and Employer will be adjusted according to the actual costs resulting from the above formula for each successive plan year, and then utilized to establish the parties' obligations for subsequent years. If the costs for the plan are decreased in any given year, then the premium contribution shares of the Employer and employee will be reduced by the amount of the savings on a sixty percent (60%) Employer/forty percent (40%) employee basis until reaching the base contribution amounts listed above. If the costs are reduced below the original base figures above, the employee will be credited on a dollar for dollar basis with those savings, up to the maximum base employee contribution. Savings beyond that amount are attributed to the base Employer share.

Section 4. Township HSA Contributions. The Township will establish an HSA account for each bargaining unit member electing coverage under the Township plan and contribute the following annual amounts to each member's respective account based upon the applicable coverage:

	<u>Annual Contribution</u>
	<u>Amount</u>
	<u>\$2,000/\$4,000 Plan</u>
Single Coverage	\$1400.00
Employee/Child(ren) Coverage	\$2800.00
Employee/Spouse Coverage	\$2800.00
Family Coverage	\$2800.00

Annual contributions shall be credited to the employee's HSA account in May of 2015, and thereafter on May 1st of each calendar year. Employees may elect to supplement the above Township contribution, subject to the IRS maximum limits, through the execution of a pre-tax payroll deduction form.

Section 5. Coverage Election/Participation. Eligible employees may elect any available coverage (e.g., single, two-party, family, etc.) subject to the plan offerings. Employee participation costs, as may be applicable, shall be made through payroll deduction. Each employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue coverage. Upon enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable.

Section 6. Insurance Committee. The Union agrees that the Employer may create and maintain an insurance committee for the purpose of controlling costs, reviewing usage, and setting benefit levels. The Union agrees to participate in the committee, if created. The committee shall be comprised of one (1) representative from each employee bargaining unit within the Township, one (1) representative for the non-bargaining unit employees, the Administrator/designee, and the Township Fiscal Officer/designee.

The insurance committee shall have the authority to make program coverage changes, alter benefit levels, and/or increase/decrease employee contribution rates through coverage changes by majority vote. Decisions of the committee are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal.

Section 7. Coverage Continuation.

- A. Individual and family coverage terminates after the end of the month of the last day of work when an individual ceases to be an employee of the Township. When an individual ceases work because of a leave of absence, other than one covered by the FMLA, individual coverage terminates on the last day of the month last worked. A former employee has the privilege of continuing medical insurance coverage for the number of months prescribed by COBRA law.
- B. If an employee ceases work because of layoff, the following provisions will be applicable to coverage under the benefit programs. Individual and family medical insurance will be continued during such layoff up to a maximum of six (6) months from the end of the month which was last worked. If a laid off employee has not returned to work at the end of such period, individual and family medical coverage terminates subject to part A.

- C. If an employee ceases work because of a non-occupation disability, individual and family medical insurance will be continued during the absence due to such disability up to a maximum of six (6) months from the end of the month which was last worked.
- D. If an employee ceases work because of an occupational disability, individual and family medical insurance will be continued during the absence due to such disability up to a maximum of twelve (12) months from the end of the month which was last worked, but in no circumstances beyond the end of the month for which statutory compensation payments terminate.

Section 8. Insurance Waiver. Any member of the bargaining unit who elects to waive health and medical insurance coverage, including dental and optical, in its entirety (meaning that he or she is not covered by the Employer's health insurance plan) as described in Section 1 for a twelve (12) month period will be awarded a bonus in an amount equal to fifty percent (50%) of the established premium under which the employee would have been covered by the Employer. Employees must make such waiver request in writing prior to November 1st of the calendar year, and must provide proof of insurance to the Employer before choosing to waive the Employer's current policy. All bonuses shall be paid in June of the calendar year following the waiver request.

Newly hired employees as of November 1, 1998, must make request for waiver of insurance within fifteen (15) days of hire, and will receive the bonus payment within ninety (90) days after insurance coverage is waived. The bonus of fifty percent (50%) will then be prorated based upon the number of full months remaining in that year.

All employees must provide proof of insurance to the Employer before choosing to waive the Employer's current policy. If any employee who has waived insurance desires to return to the Employer's coverage at a later date, he shall make such request in writing and in accordance with the requirements of the Employer's provider/carrier. The employee shall be required to provide evidence/documentation of ongoing health and medical care coverage. If requested by the health and medical provider/carrier, the employee shall submit to a physical exam as a condition of re-entry. All other requirements for re-entry of the employee by the insurance provider/carrier shall apply.

Section 9. Life Insurance. The Employer will provide each employee with term life insurance in the amount of twenty-five thousand dollars (\$25,000). Additional amounts of term life insurance may be purchased by each individual employee in increments of five thousand dollars (\$5,000) through the appropriate application to the insuring company and through the payroll deduction process.

ARTICLE 28 **VACATION LEAVE**

Section 1. Eligibility. Vacation eligibility is based on years of continuous full-time service with the Employer. Full-time employees are entitled to vacation leave after one (1) year of continuous full-time service with the Employer.

Section 2. Accrual. For those employees hired after January 22, 2001, the amount of vacation leave to which an employee is entitled is based upon length of service with the Employer as follows:

<u>Years of Service</u>	<u>Annual Vacation</u>	<u>Days/Hours</u>
Less than one (1) year	None	None
1-7 years	2 weeks	10 days / 80 hours
8-14 years	3 weeks	15 days / 120 hours
15-24 years	4 weeks	20 days / 160 hours
25 years or more	5 weeks	25 days / 200 hours

Employees will be credited with the applicable amount of vacation leave upon their anniversary date for use during the following year.

Section 3. Scheduling. All requests for vacation leave are subject to the operational needs of the Employer. From December 1 to December 15 of the year preceding the year in which the vacation is to be taken, employees shall submit vacation requests. Requests for vacation leave submitted during this period will be granted on the basis of seniority as described in Article 11.

From December 16 to January 2, no vacation requests for the coming year will be accepted. The Employer shall approve or deny the employee's requested vacation by January 2. After January 2, employees may request vacation time should it be available. Requests shall be acted upon on a first-come, first-served basis, except that where two (2) employees submit request for the same day, at the same time, seniority will prevail.

Section 4. Recall to Duty. Nothing herein shall be construed as preventing the Employer from recalling an employee to duty when the operational needs of the Employer so dictate.

Section 5. Accumulation and Carry-over. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee.

Section 6. Selling One Week Vacation Time. An employee may submit in writing no later than December 1 of each year a request to sell one (1) week of vacation time (five [5] days). The vacation sold back to the Employer shall be that which is earned during the calendar year and shall be paid to the employee by January 30 of the following year. The maximum amount of converted vacation leave that can be considered earnable salary under OPERS regulations is the amount the employee earns in the calendar year, less any amounts taken during the calendar year, with the maximum being one (1) week of vacation time.

ARTICLE 29

HOLIDAYS

Section 1. Holidays. The following days are designated as paid, eight (8) hour, holidays for full-time bargaining unit members. Bargaining unit members will receive eight (8) hours of holiday pay for each recognized holiday provided that they meet the eligibility criteria listed below.

- | | |
|---------------------------|---------------------------|
| 1. New Year's Day | 7. Day after Thanksgiving |
| 2. Martin Luther King Day | 8. President's Day |
| 3. Memorial Day | 9. Independence Day |
| 4. Labor Day | 10. Christmas Day |
| 5. Columbus Day | 11. Veteran's Day |
| 6. Thanksgiving Day | |

Section 2. Eligibility. In order to be eligible to receive holiday pay, an employee must work his regularly scheduled shift before, on, or after the designated holiday. The Employer, at its sole discretion, may waive this section in individual circumstances.

Section 3. Rate of Pay. Full-time employees performing work on a holiday will receive one and one-half times (1 1/2) times their regular rate of pay for all hours actually worked.

Section 4. When a holiday falls on Saturday, the Friday immediately preceding shall be observed as the holiday, and when a holiday falls on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 5. Part-time employees shall receive holiday pay according to this Article for holidays that fall on their normally scheduled work days and only for the hours they are normally scheduled to work.

ARTICLE 30

SICK LEAVE

Section 1. Accrual. Employees shall accrue sick leave credit at the rate of four and six-tenths (4.6) hours for each completed eighty (80) hours of service. "Service," for the purposes of sick leave accrual, includes the following: regular hours worked, paid vacation, sick leave, injury leave, and holidays. It does not include time spent on unpaid leave, unpaid suspension, or layoff.

Section 2. Usage. Employees may use sick leave, upon approval by the Employer, for the following reasons:

- A. Illness, injury, or pregnancy-related condition of the employee;
- B. Exposure to contagious disease that could be communicated to and jeopardize the health of other employees;

- C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed practitioner which cannot be scheduled during non-work hours;
- D. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the affected family member;
- E. Examination including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

Section 3. Immediate Family Defined. Immediate family is defined as the employee's spouse, child, mother, father, brother, sister, grandmother, grandfather.

Section 4. Charging of Sick Leave. Sick leave shall be charged in minimum increments of one-half (1/2) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 5. Notification. When an employee is unable to report to work due to illness or injury, he shall notify his immediate supervisor, or other designated person, one-half (1/2) hour prior to the start of his shift, unless an emergency prevents such notice. Additionally, if the employee knows that the absence will exceed one (1) day, he will notify the Employer of that fact.

Section 6. Documentation. Employees shall furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed practitioner shall be required to justify the use of sick leave. The certificate must state that the employee/member of his immediate family was examined, the date and time of such examination, that the employee cannot work or that the employee must take care of a member of the employee's immediate family, and the expected return date. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Where the employee utilizes sick leave for three (3) consecutive days or more, he shall provide a certificate from a licensed practitioner stating the nature of the illness, the treatment, and the practitioner's opinion about the employee's ability to return to work.

Section 7. Employer Required Examination. If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense.

Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed upon disability leave or disability separation.

Section 8. Sick Leave Transfer. An employee who transfers to the Employer from another public agency shall be credited with the unused balance of his accumulated sick leave up to a maximum of forty (40) hours. Such transferred balance is not eligible for conversion as described below.

Section 9. Sick Leave Conversion. At the time of retirement under the Ohio Public Employees Retirement System (PERS) and having ten (10) years of service with the Employer, an employee is eligible to receive payment for twenty-five percent (25%) of his unused, accumulated sick leave earned with the Township, up to a maximum of thirty (30) days pay, two hundred forty (240) hours. An employee who terminates employment as a result of a violation of the Employer's Rules or Regulations or a criminal conviction of law is not eligible to receive payment under this section.

Section 10. Annual Conversion to Personal Days. Each employee may elect to use up to three (3) days of accrued but unused sick leave (no more than twenty-four [24] hours) during the calendar year as up to three (3) days of personal leave during each calendar year of this Agreement. The scheduling of personal days pursuant to this option is subject to the prior approval of the Employer and days must be scheduled in full day increments. Personal leave under this section shall not be considered as usage of sick leave for purposes of Article 26, Non-Use of Sick Leave Bonus.

ARTICLE 31 **ATTENDANCE INCENTIVE PROGRAM**

Section 1. Sick Leave Sell-Back. By November 1 of each year, all employees who have at least two hundred eighty (280) hours of banked sick time accumulated are eligible to participate in a sick time buy back option. Eligible employees shall be permitted to sell back sick time hours they have not used on a form provided by the Employer, on a 2:1 ratio (50%).

1. A minimum of two hundred eighty (280) accumulated hours must remain in the bank upon execution of a buy back option;
2. Buy back options shall not exceed a maximum of one hundred twenty (120) hours accumulated in the previous twelve (12) month period; and,

Section 2. Procedure. If the employee is eligible, he shall notify the Employer by December 1 of each year as to how much vacation and/or sick leave, if any, he desires to sell back. The vacation and/or sick leave sold back to the Employer shall be that which is earned during the year and paid to the employee by January 30 of the following year.

Section 3. PERS. The Employer will abide by the rules and regulations of the Ohio Public Employee's Retirement System regarding when converted leave is considered earnable salary. The maximum amount of converted sick leave that can be considered earnable salary under OPERS regulations is the amount the employee earns in the calendar year, less any amounts taken during that calendar year. For this plan, it would be leave earned and unused between January 1 and December 31 in the calendar year prior to the leave conversion payment in January of the following year.

Section 4. Any full-time employee, who during his career was off on sick leave due to an extended illness or injury, may make a request to the Appointing Authority to not consider sick leave time used for those purposes against his percentage of earned sick leave, for the purposes of Sections 1 and 2. It is within the Appointing Authority's sole discretion as to whether or not to grant such a waiver.

ARTICLE 32 **BEREAVEMENT LEAVE**

Section 1. In the case of the death of a member of the employee's immediate family, an employee will receive three (3) consecutive working days off, deducted from the employee's sick leave balance, and one (1) of which must include the day of the funeral. An additional day(s) may be granted under the same conditions, with the approval of the Employer.

Section 2. Immediate Family Defined. Immediate family is defined as the employee's spouse, child, parent, parent-in-law, sibling, sibling-in-law, aunt, uncle, grandparent, and grandchild.

ARTICLE 33 **INJURY ON DUTY**

Section 1. A full-time employee who is injured while performing the duties of his position, whereby such injury makes it impossible for the employee to work, shall be paid his regular rate of pay during the time period he is unable to work, not to exceed sixty (60) calendar days.

Section 2. In order to be able to receive payment in accordance with the provisions contained herein, an employee injured in the line of duty shall complete the required steps for eligibility certification established by the Employer and apply to the Bureau of Workers' Compensation for medical benefits only. Pending the determination of the claim's compensability by the Employer, an employee may use any accrued sick leave, vacation leave, or other available paid leave to cover the time during which he is unable to work. Upon the approval of the claim for medical benefits by the Bureau of Workers' Compensation, the employee will be re-credited with all paid leave that was used to cover the time it took for the claim to be initially determined as compensable, and will receive his regular rate of pay for the remaining time during the sixty (60) day period.

Should a claim be denied at any time, the Employer's obligation to provide such payment(s) shall be terminated and the employee shall reimburse the Employer for payments already received.

Section 3. After sixty (60) calendar days should the employee still be unable to return to work, the Employer, at its discretion, may require the employee to submit to a fitness for duty exam to ascertain whether or not a light duty position may be available. The employee may also apply for lost wages and benefits through the Bureau of Worker's Compensation.

Section 4. Should a fitness for duty exam or physician's certification determine that the employee is capable of performing in a light duty capacity, and the Employer determine that it wishes to offer a light duty position, an offer of light duty will be made to the employee. The light duty position will be compensated at seventy percent (70%) of the employee's regular

hourly rate. It is within the employee's sole discretion whether or not he wishes to accept the Employer's offer of light duty. Nothing in this article shall obligate the Employer to offer or create a light duty position for an employee who is unable to return to work after the sixty (60) day period.

Light duty positions are intended to be temporary in nature. Whether or not to offer or continue a light duty position is at the sole discretion of the Employer.

ARTICLE 34 **JURY DUTY/COURT LEAVE**

Section 1. The Employer shall grant jury duty leave with full pay to any employee who is summoned for jury/witness duty by a court of competent jurisdiction. The employee shall provide the Employer with a copy of the jury duty summons when requesting such leave. All leaves granted by the Employer under the provisions of this article will commence on the date of appearance noted on the summons. All employees granted such leave will notify the Employer immediately upon the completion of the jury duty obligation. Any compensation or reimbursement for jury duty shall be remitted by the employee to the Employer.

Section 2. On days when an employee is released early from his jury duty obligation, he shall report to work in order to complete his regularly assigned shift provided sufficient time remains for such employee to properly report for duty and two (2) hours of work remains.

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 use vacation time or leave of absence without pay. Such instances would include, but are not limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

ARTICLE 35 **LEAVE OF ABSENCE WITHOUT PAY**

An employee who has exhausted all of his available accrued, unused paid leave, may request an unpaid leave of absence, not to exceed one hundred twenty (120) calendar days. The Employer shall have complete and total discretion in evaluating requests for leave under this article. During such leave, the bargaining unit member's seniority shall not be broken, but the member shall cease to accumulate all paid leave and shall be responsible for the full payment of the insurance premium, for that month, for the plan in which he is enrolled. A bargaining unit member who requests and is granted a leave of absence without pay for less than thirty (30) days will be responsible for the payment of the insurance premium for that month(s), in proportion to the number of days of unpaid leave that are requested (i.e., in a thirty [30] day month, with a fifteen [15] day leave without pay request, the employee would pay half of the total insurance premium should he wish to remain in the plan). The employee shall never contribute less than the amount established by the Employer for employee contributions through the operation of this article.

ARTICLE 36
SEVERABILITY

Section 1. If during the life of this agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

Section 2. Notwithstanding the provisions set forth in this agreement, modification of, or variance from, any contractual provision(s) for the purposes of complying with the Americans with Disabilities Act (ADA) or any other state or federal law relative to handicap or disability discrimination shall not be construed by either party as a violation of this agreement or any provision herein. The parties agree that the foregoing reference to state and federal law does not preclude an employee from pursuing administrative/legal remedies available under the law.

ARTICLE 37
DURATION

Section 1. This agreement shall be effective January 1, 2016, through December 31, 2018, and shall continue in full force and effect unless either party gives timely written notice to the other of their intent to commence negotiations. Notice shall be given no sooner than one hundred twenty (120) days nor later than sixty (60) days prior to the expiration of the agreement. If such notice is given, negotiations shall commence and the provisions of this agreement will be maintained until such time as a successor agreement is in effect.

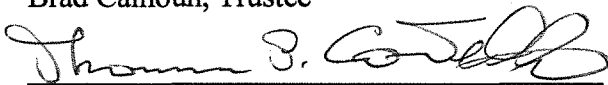
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands this 5th day of February, 2016.

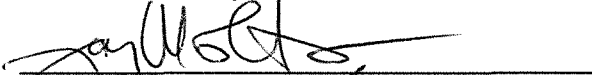
For the Boardman Township



Brad Calhoun, Trustee



Thomas Costello, Trustee



Larry Moliterno, Trustee



Jason Loree, Township Administrator



Stephanie Landers, Deputy Administrator




Robin L. Bell, Negotiator
Clemans, Nelson, & Associates, Inc.

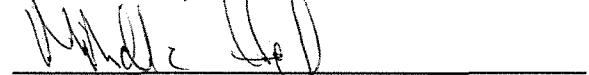
For AFSCME Local 2498



Lynette Veauthier, President Local 2498



Brenda Emch, Vice President Local 2498



Michelle Housel, Secretary Local 2498

For AFSCME, Ohio Council 8



Jack Filak, AFSCME Regional Director

APPENDIX A
WAGE SCHEDULE

<u>2016</u>	<u>(2% to Top Step Maintain 5% Steps)</u>				
<u>CLASSIFICATION</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Accounts Payable	\$14.71	\$15.45	\$16.22	\$17.03	\$17.88
Crime Analyst	\$13.18	\$13.84	\$14.53	\$15.26	\$16.02
Crime Analyst (PT)	\$12.18	\$12.84	\$13.53	\$14.26	\$15.02
Custodian	\$10.36	\$10.88	\$11.42	\$11.99	\$12.59
Field Inspector (PT)	\$10.95	\$11.50	\$12.08	\$12.68	\$13.31
Maintenance Worker	\$15.03	\$15.78	\$16.57	\$17.40	\$18.27
Microfilm Clerk (PT)	\$9.70	\$10.18	\$10.69	\$11.22	\$11.78
Payroll Clerk	\$14.71	\$15.45	\$16.22	\$17.03	\$17.88
Property Enforcement Officer	\$13.72	\$14.41	\$15.13	\$15.89	\$16.68
Receptionist (PT)	\$9.70	\$10.18	\$10.69	\$11.22	\$11.78
Records Clerk	\$14.71	\$15.45	\$16.22	\$17.03	\$17.88
Records Clerk (PT)	\$13.71	\$14.45	\$15.22	\$16.03	\$16.88
Secretary	\$13.15	\$13.81	\$14.50	\$15.23	\$15.99
Secretary – Part-Time	\$12.15	\$12.81	\$13.50	\$14.23	\$14.99
Social Services Case Manager	\$16.65	\$17.48	\$18.35	\$19.27	\$20.23
Social Services Case Manager (PT)	\$15.65	\$16.48	\$17.35	\$18.27	\$19.23

<u>2017</u>	<u>(2% to Top Step Maintain 5% Steps)</u>				
<u>CLASSIFICATION</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Accounts Payable	\$15.00	\$15.75	\$16.54	\$17.37	\$18.24
Crime Analyst	\$13.44	\$14.11	\$14.82	\$15.56	\$16.34
Crime Analyst (PT)	\$12.44	\$13.11	\$13.82	\$14.56	\$15.32
Custodian	\$10.57	\$11.10	\$11.65	\$12.23	\$12.84
Field Inspector (PT)	\$11.16	\$11.72	\$12.31	\$12.93	\$13.58
Maintenance Worker	\$15.33	\$16.10	\$16.90	\$17.75	\$18.64
Microfilm Clerk (PT)	\$9.89	\$10.38	\$10.90	\$11.44	\$12.02
Payroll Clerk	\$15.00	\$15.75	\$16.54	\$17.37	\$18.24
Property Enforcement Officer	\$14.00	\$14.70	\$15.43	\$16.20	\$17.01
Receptionist (PT)	\$9.89	\$10.38	\$10.90	\$11.44	\$12.02
Records Clerk	\$15.00	\$15.75	\$16.54	\$17.37	\$18.24
Records Clerk (PT)	\$14.00	\$14.75	\$15.54	\$16.37	\$17.22
Secretary	\$13.42	\$14.09	\$14.79	\$15.53	\$16.31
Secretary – Part-Time	\$12.42	\$13.09	\$13.79	\$14.53	\$15.29
Social Services Case Manager	\$16.97	\$17.82	\$18.71	\$19.65	\$20.63
Social Services Case Manager (PT)	\$15.97	\$16.82	\$17.71	\$18.65	\$19.61

APPENDIX A
WAGE SCHEDULE
(Continued)

<u>2018</u>	(2% to Top Step Maintain 5% Steps)				
<u>CLASSIFICATION</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Accounts Payable	\$15.31	\$16.08	\$16.88	\$17.72	\$18.60
Crime Analyst	\$13.70	\$14.39	\$15.11	\$15.87	\$16.67
Crime Analyst (PT)	\$12.70	\$13.39	\$14.11	\$14.87	\$15.67
Custodian	\$10.77	\$11.31	\$11.88	\$12.47	\$13.10
Field Inspector (PT)	\$11.39	\$11.96	\$12.56	\$13.19	\$13.85
Maintenance Worker	\$15.64	\$16.42	\$17.24	\$18.10	\$19.01
Microfilm Clerk (PT)	\$10.08	\$10.58	\$11.11	\$11.67	\$12.26
Payroll Clerk	\$15.31	\$16.08	\$16.88	\$17.72	\$18.60
Property Enforcement Officer	\$14.28	\$14.99	\$15.74	\$16.53	\$17.35
Receptionist (PT)	\$10.08	\$10.58	\$11.11	\$11.67	\$12.26
Records Clerk	\$15.31	\$16.08	\$16.88	\$17.72	\$18.60
Records Clerk (PT)	\$14.31	\$15.08	\$15.88	\$16.72	\$17.60
Secretary	\$13.69	\$14.37	\$15.09	\$15.84	\$16.64
Secretary – Part-Time	\$12.69	\$13.37	\$14.09	\$14.84	\$15.64
Social Services Case Manager	\$17.32	\$18.19	\$19.10	\$20.05	\$21.05
Social Services Case Manager (PT)	\$16.32	\$17.19	\$18.10	\$19.05	\$20.05

SIDE LETTER #1
VACATION ACCRUAL SCHEDULE FOR
CURRENT FULL-TIME EMPLOYEES

Section 1. The parties agree that full-time employees hired prior to January 22, 2001, shall receive vacation leave in accordance with the following schedule:

<u>Years of Service</u>	<u>Days/Hours</u>	<u>Years of Service</u>	<u>Days/Hours</u>
1 years	80 hours	18 years	208 hours
6 years	120 hours	19 years	216 hours
7 years	128 hours	20 years	224 hours
8 years	136 hours	21 years	232 hours
9 years	144 hours	22 years	240 hours
10 years	152 hours	23 years	248 hours
11 years	160 hours	24 years	256 hours
12 years	160 hours	25 years	264 hours
13 years	168 hours	26 years	272 hours
14 years	176 hours	27 years	280 hours
15 years	184 hours	28 years	280 hours
16 years	192 hours	29 years	280 hours
17 years	200 hours	30 years	280 hours

SIDE LETTER #2
SHIFT DIFFERENTIAL

Section 1. Shift Differential. The parties agree that the custodian shall receive a twenty-five cent (\$.25) per hour shift differential for working those hours during the 4:00 p.m. to 12:00 a.m. shift.

SIDE LETTER #3
MILITARY SERVICE CREDIT FOR VACATION

Section 1. The parties agree that current full-time employees, employed as of January 1, 2007, shall have their prior regular active duty military service credit in the military counted for purposes of vacation service credit.

Section 2. Documentation. In order to receive credit for such time, the employee is required to provide the Township with an approved DD-214 Form documenting such service time.