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**AGREEMENT**

**BETWEEN**

**PERKINS TOWNSHIP  
BOARD OF TRUSTEES**

**AND**

**LOCAL 913  
UNITED AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW**

**09/01/16 – 08/31/19**

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## **PREAMBLE**

This agreement made and entered into at Perkins Township, Ohio, by and between the Board of Trustees of Perkins Township as employer, hereinafter referenced to as “Employer,” and the United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and its affiliated Local Union 913, hereinafter referred to as “Union.”

Whereas both of the parties to this agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and entering into an agreement specifying rates of pay, hours of work, and conditions of employment, the following is agreed to.

## **ARTICLE 1**

### **RECOGNITION**

**SECTION 1.** The Employer recognizes the Union as the exclusive representative for full-time laborers employed with the Perkins Township Highway Department, for the purpose of collective bargaining with the Employer on questions concerning wages, hours of work, and other conditions of employment.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

**SECTION 1.** Except as may be specifically limited within this agreement, the Employer retains the right and responsibility to:

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

**SECTION 2.** The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as provided by law shall remain the function of the Employer.

### **ARTICLE 3**

#### **UNION REPRESENTATIVES AND BARGAINING UNIT BUSINESS**

**SECTION 1.** The Union will elect one (1) employee to be designated the chairperson. The authorized functions of the chairperson and an alternate elected by the Union who shall act in the chairperson's absence, are as follows:

- A. Attendance at Labor-Management meetings.
- B. Posting of Local and Union notices on bulletin boards.
- C. Representing the Union in investigating and processing grievances.
- D. Notifying the Employer of the Union's intent to invoke any steps of the grievance procedure beyond step 3, including arbitration.
- E. General supervisory review of grievances.
- F. Acting as liaison between the Employer and the Union.

The chairperson shall be released from his normal duty hours to attend functions listed above. Release shall be predicated upon the chairperson giving prior notice to the Highway Department and Facilities Superintendent of the general function he will attend to and the approximate time necessary to accomplish his purpose. The chairperson must notify his supervisor or the Superintendent in advance of his attending such functions in such a manner so as to not interfere with the immediacy of job requirements unless properly relieved. The chairperson shall not abuse release time under this provision. In no event will the chairperson receive overtime pay to conduct Union business or to process grievances, which other than under exceptional circumstances shall be done during the first or last hour of the chairperson's shift.

**SECTION 2.** Reasonable provisions shall be made by the Employer so that Union bargaining unit members selected as representatives on the negotiating committee might participate in negotiating sessions. Bargaining unit members shall only receive pay for time spent in negotiations occurring during their normal working hours, and shall not receive overtime pay.

**SECTION 3.** The chairperson (and alternate, combined) shall not be absent from work for Union or Local functions more than five (5) days per calendar year, except that in the first year of this agreement, the chairperson or alternate may be absent for a total of up to ten (10) days. No more than one (1) member may be designated for said leave at any given time.

**SECTION 4.** Upon request with reasonable advance notice to the Employer or its representative, an authorized representative of the UAW, International Union, may be on the work premises during the first or last hour of the work day for the purpose of conducting Union business, and at such other times as may be mutually agreed or scheduled for hearings or meetings with the Employer or its representative.

## **ARTICLE 4**

### **NON-DISCRIMINATION**

**SECTION 1.** The parties agree that neither the Employer nor the Union shall discriminate against an employee because of his membership or non-membership in the Union or his participation in activities herein prescribed.

**SECTION 2.** The Employer and the Union agree that they shall not discriminate against an employee on account of race, color, creed, religion, sex, age, political affiliation or handicap.

**SECTION 3.** All references to employees in this agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

## **ARTICLE 5**

### **DISCIPLINE**

**SECTION 1.** No employees shall be reprimanded, reduced in pay, suspended, discharged or removed or otherwise disciplined, except for just cause. This Section shall not apply, however, to employees who have not yet served their full probationary term as provided in Article 10. This Article shall not apply to the Employer's Attendance Policy or discipline thereunder except for Section 5.

**SECTION 2.** Discipline will be applied in a corrective, progressive and uniform manner insofar as possible. The steps of progressive discipline shall consist of a verbal reprimand, written reprimand, suspension without pay for one to three days, a second suspension without pay for three to five days, and termination. Nothing in this Article prohibits the immediate imposition of discipline which is non-progressive in nature. All discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. All discipline shall be documented in an employee's personnel file.

**SECTION 3.** Whenever the Employer and/or its designee determines that there may be cause for an employee to be disciplined, which may result in a loss of pay or discharge, the Employer shall provide the employee with formal written charges within 20 days after the Employer learns of the employee's conduct, and a pre-disciplinary conference will be scheduled to give the employee the opportunity to offer an explanation of the alleged misconduct.

**SECTION 4.** Prior to the scheduled time of the conference the employee may waive the right to the conference. An employee who waives the right to the conference may not grieve the imposition of discipline in the matter for which the conference was scheduled. Employees shall be permitted to have their Union representative attend such conferences or hearings. The Employer shall give reasonable notice of a pre-disciplinary conference to the Union as circumstances may allow or permit.

**SECTION 5.** Following the imposition of discipline, any employee receiving an order of reduction, suspension or dismissal may appeal such order by the grievance procedure, Article 6.

**SECTION 6.** The parties agree that all disciplinary procedures shall be carried out in private and in a business-like manner.

**SECTION 7.** Disciplinary action shall cease to have force and effect or be considered in any future discipline matters after eighteen (18) months, provided there are no intervening disciplinary actions. Oral

or written reprimands shall cease to have force and effect or be considered in future disciplinary matters after twelve (12) months if there are no intervening disciplinary actions.

**SECTION 8.** If the Employer has cause to believe that an employee is under the influence of drugs or alcohol during work time or on work premises, the Employer may order the employee to take a medical exam or blood test to determine whether or not he is impaired.

**SECTION 9.** Discipline will be issued within fifteen (15) days after the Employer knows of the event giving rise to the discipline or within twenty (20) days after the pre-disciplinary conference is held.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

**SECTION 1. Grievance Defined/Time Limits for Filing.** The grievance procedure is intended to provide a system for fair, expeditious and orderly adjustment of disputes between employees and the Employer. The term “grievance” shall mean an allegation by an employee or a representative of management that there has been a breach, misinterpretation or improper application of the agreement or disciplinary action. All matters contained in this contract are proper subjects for the grievance process. The following matters shall constitute a grievance within the system:

1. Dispute concerning the application or interpretation of the contract, unsafe or unhealthy conditions and disciplinary actions.
2. A grievance may be brought by one or more aggrieved members who may be represented by the Union. A grievance that affects all members may be initiated by the Union and submitted at step 3.

To be considered valid, a grievance shall be initiated within seven (7) calendar days of when the employee knew or should have known of the events giving rise to the grievance.

**SECTION 2.** The Union must be notified of all grievances which are reduced to writing and filed and the scheduling of any grievance meetings. A grievance may be brought by one (1) or more employees of the unit, who are similarly affected by a condition or incident. In the event there are multiple grievants, one employee shall be selected to process the grievance; however, all employees who wish to be considered as grievants shall sign the grievance form. A grievance that affects all employees may be submitted at the appropriate step. The Union reserves the right to approve all settlement agreements for conformity with this agreement.

#### **SECTION 3. Grievance Steps.**

**STEP 1.** The action which caused the alleged grievance must be identified and reported verbally to the Employer and the Union within seven (7) days of the event that gave rise to the grievance. The initial reporting of the action shall be reported verbally to a supervisor. The grievant and the Superintendent and a Union representative, if the grievant so desires, shall discuss the issue and the Superintendent shall have seven (7) days to make any investigation necessary and respond to the grievant and Union Representative.

**STEP 2.** If the grievance is not settled to the satisfaction of the grievant, the Superintendent shall be notified of this and the grievance must be reduced to writing within seven (7) days of the Step 1 response to the grievant. The Superintendent shall then have seven (7) days to consider the grievance and make whatever investigation he deems necessary and schedule a meeting to discuss the grievance with the

grievant and the Union representative. The Superintendent shall make a written response to the grievant within five (5) days of the grievance meeting or the filing of the grievance, whichever is longer.

**STEP 3.** If the grievance is not settled at Step 2 the grievant shall have seven (7) days to refer the grievance to the Board of Trustees. The Employer or its designee will, within twenty (20) days, schedule a meeting with the grievant, the Union representative, the UAW Servicing Representative and any other concerned party. The Employer has seven (7) days to respond following the meeting.

**STEP 4. Arbitration.** If the grievance remains unresolved after Step 3, the Union may, within thirty (30) days, appeal to arbitration by serving notice of the intent to arbitrate with the Employer. Within ten (10) days of the receipt of the notice of the intent to file a grievance the Employer and the Union shall by joint letter or by on-line request solicit a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list of arbitrators, the Union and the Employer shall each strike three (3) names. The first strike shall be made by the party requesting arbitration. The arbitration hearing shall be scheduled as soon as possible based on the availability of the arbitrator and the wishes of the party. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

The arbitrator shall not have the authority to add to, subtract from, change or alter the provisions of this agreement. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing. The arbitrator will have the authority to decide whether the dispute is arbitrable. Discharge grievances relating to probationary employees shall not be arbitrable.

The arbitrator shall reduce his decision to writing and state the reason(s) for the decision. All decisions of the arbitrator are final and binding.

At the Union's option, the grievant shall be permitted to attend all grievance meetings or hearings held during normal working hours with no loss of pay.

**SECTION 4.** All fees for witnesses shall be borne by the side which called the witness. Fees of a court reporter shall be borne by the party(s) which requested the reporter. All other costs shall be borne equally.

**SECTION 5. Grievance Contents.** All grievances must contain the following information and must be filed using a form mutually agreeable to the parties:

1. The employee's name and signature.
2. Date the grievance was first discussed and the name of the supervisor with whom the grievance was first discussed.
3. Date the grievance was filed in writing.
4. Date, time and location where the grievance occurred.
5. A description of the incident giving rise to the grievance.
6. Specific articles of the agreement violated.
7. Desired remedy.

**ARTICLE 6.** In the grievance procedure steps, the Employer shall provide the employee and Union with its reasons for denial of a grievance and the employee and Union shall provide the Employer their reasons why the grievance should be granted. Further, both the Employer and Union shall disclose facts and evidence upon which they intend to rely if the grievance is not resolved and must proceed to arbitration, and shall be limited at the arbitration hearing to those facts and evidence which have been disclosed.

**SECTION 7. Days Defined.** For the purpose of this article, days shall be week days (Monday through Friday, excluding holidays), but for all other provisions of this Agreement, all references to days shall

mean calendar days unless otherwise specified. Failure of the Employer to act within the time limits shall be cause for the employee(s) to submit the grievance to the next higher step. Failure of the employee to act within the time limits shall be cause to consider the grievance null and void and/or settled. Time limits, as outlined in this article, may be waived by mutual written agreement. A grievance can be withdrawn at any time prior to the arbitration hearing. Copies of all written documents shall be forwarded to the Union Coordinator and the office of the Township Fiscal Officer. The Union Coordinator or a grievance representative shall, if the grievant desires, be present at any interviews the Employer has with the grievant to discuss the grievance. Verbal and written reprimands can only be grieved to the third step in the grievance procedure.

## **ARTICLE 7**

### **WORK RULES AND DRUG TESTING**

**SECTION 1.** The Employer agrees that its procedures, rules, regulations, or directives affecting or controlling members shall be reduced to writing and provided to all members in advance of enforcement. The Employer further agrees that no changes shall be made in any procedures, rules, regulations, or directives, or new procedures, rules, regulations, or directives affecting or controlling members promulgated, without notification to the Union. Furthermore, the Employer agrees to furnish each member a copy of each new or amended procedure, rule, regulation, or directive at least fifteen (15) days before its effective date. The Union shall have the right to include the reasonableness of new work rules as a part of any grievance filed in accordance with Article 6.

**SECTION 2.** All newly hired employees shall be required to submit to drug screen testing as a condition of employment.

**SECTION 3.** Any employee involved in a motor vehicle accident while operating a motor vehicle while on duty shall be required to submit to drug and alcohol testing within two (2) hours after such accident if any of the following are applicable: (a) any bodily injury to any person, (b) damage to the property of a third party which appears to be in excess of \$500.00, (c) a moving violation citation issued to the employee, (d) damage to Township property which appears to be in excess of \$750.00, (e) reasonable suspicion exists to support such testing, or (f) in the Superintendent's discretion such testing should be performed.

**SECTION 4.** All employees are required to submit to random drug testing upon 2 hours notice in advance.

**SECTION 5.** Any employee who refuses to submit to drug and alcohol testing following a motor vehicle accident or when randomly selected for such testing, and any employee who tests positive for illegal or prescription mood altering drugs, shall be subject to discipline, which may be non-progressive, in accordance with Article 5.

**SECTION 6.** Any employee who cannot be insured to operate Township motor vehicles under the Employer's motor vehicle liability insurance policy due to his or her driving record shall be subject to termination if the period of uninsurability as determined by the Employer's insurer extends or will extend for more than ninety-five (95) days. A commercial driver's license (CDL) being a condition of employment, any employee whose CDL is suspended or revoked or not renewed for more than ninety-five (95) days shall be subject to termination. For any revocation, suspension or non-renewal which is less than ninety-five (95) days, the employee shall be subject to a mandatory forty-five (45) day lay off without pay or entitlement to unemployment benefits, and without a 14 day advance notice as otherwise required under Article 12, Section 1, but during such 45 day lay off, the employee may utilize his



vacation, compensatory time or personal days to receive pay during the period of such lay off. The Employer shall be permitted to determine the period when such 45 day lay off shall be served.

## **ARTICLE 8**

### **HEALTH AND SAFETY**

**SECTION 1.** The Employer and employees shall observe applicable provisions of Chapter 4167 of the Ohio Revised Code relating to health and safety of public employees.

**SECTION 2.** The Employer shall provide a hard hat, hearing and eye protection, gloves of all types, and masks as needed for employees in the performance of their duties, as well as any other protective devices required pursuant to Chapter 4167, all of which shall be returned to the Employer upon an employee's termination of employment.

**SECTION 3.** Based upon applicable provisions and standards adopted pursuant to Chapter 4167, employees who are determined to be at increased risk for Hepatitis B infection by virtue of the performance of their assigned duties for Employer shall be provided at Employer's expense with Hepatitis B inoculations.

**SECTION 4.** Employer shall provide adequate first aid equipment, supplies and training on a periodic basis.

**SECTION 5.** Supervisors shall periodically check on employees who are working alone. Such checks may be performed by telecommunications, actual personal contact or any combination of means reasonably calculated to provide assurance as to the continued safety of the employee.

**SECTION 6.** Employees who are injured or who are involved in an accident or incident resulting in any damage to or loss of property or to any other person during the course of their employment shall prepare and file an accident or incident report on forms furnished by the Employer, regardless of how slight the incident or accident may have been.

## **ARTICLE 9**

### **SENIORITY**

**SECTION 1.** For purposes of this agreement, an employee's seniority shall be determined by the most recent date of hire for full-time employment as an employee of the Perkins Township Highway Department.

**SECTION 2.** An employee's seniority shall end and he shall lose reemployment rights except as otherwise stated in this agreement when:

1. He voluntarily quits.
2. He is terminated.
3. He does not return within five (5) days from receipt of a notice of recall.
4. He is on layoff in excess of twenty-four (24) months.
5. He retires after attaining eligibility to receive benefits as a result of years of service and years of age.
6. If the Employer appoints a person from the bargaining units to a supervisory position, they will not lose their seniority rights for ninety (90) days if they return to the unit within such time upon either their request or the Employer's. The right to return to the bargaining unit

within such ninety (90) day period is not dependent upon an opening existing within the bargaining unit.

7. An employee promoted to a supervisory position may return to the bargaining unit with no loss of seniority rights within four (4) years of such promotion with the seniority held at the time of the promotion plus accrued days thereafter up to an additional two (2) years. If no opening exists in the bargaining unit at the time the promoted employee wishes to return, but the promoted employee has more seniority as determined under this paragraph than one or more bargaining unit employees, the promoted employee shall be permitted to bump the employee in the bargaining unit having the least seniority. Except with the Employer's consent, this right to return to the bargaining unit shall not apply to a promoted employee who has been discharged or who is subject to pending discipline which could include discharge as of the date on which the promoted employee notifies the Employer that he wishes to return to the bargaining unit.

**SECTION 3.** The Employer shall furnish a seniority list to the chairperson annually, not later than March 1 of each year.

## **ARTICLE 10**

### **PROBATIONARY PERIOD**

**SECTION 1. New Hires.** Every newly hired employee, including rehired employees or employees hired from another similar department, shall be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer, and shall continue for a period of three hundred sixty-five (365) calendar days. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal. This section shall not apply to employees hired prior to July 1, 2006.

**SECTION 2. Promotions.** A newly promoted employee shall be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of ninety (90) calendar days. A newly promoted employee may be returned to his former position any time during his probationary period. An employee who evidences unsatisfactory performance may be returned to his former position during his probationary period, and may grieve such return only to the third step of the grievance procedure. Nothing herein shall be construed to preclude the Employer from terminating or otherwise disciplining such an employee under appropriate circumstances.

**SECTION 3. Extension of Initial or Promotional Probationary Period.** Any probationary period may be extended for an additional sixty (60) days. Such extension is subject to the grievance procedure. The Employer shall notify the Union in writing of any extension of the probationary period.

## **ARTICLE 11**

### **PROMOTIONS**

**SECTION 1.** The Employer shall post notice of job vacancies for a foreman position for a period of seven (7) days, setting forth the job description, qualifications and base salary. Current employees who are applicants for a foreman vacancy must have served at least three (3) years total with the Highway Department.

**SECTION 2.** The Employer shall furnish the Union chairperson with a copy of the notice. Qualified members may apply within the posting period. Qualified applicants for the vacant position will be considered based upon the following criteria:

1. Interviews of applicants, which shall include consideration of such areas as work experience; education and related training; additional education, skills or abilities; and job performance and satisfaction.
2. Test results, if tests are administered.

**SECTION 3.** The foregoing criteria will be considered to be of equal importance to determine which applicant is best qualified to perform the job duties of the position set forth in the position classification specification.

**SECTION 4.** All applicants who have completed the application form will be evaluated, provided they meet the minimum qualifications. The qualified applicants will be interviewed by the Employer and/or its designee(s) within fourteen (14) days after the posting is completed.

**SECTION 5.** The Employer will not consider any applications filed after the seventh (7<sup>th</sup>) working day of the posting, including the day of the posting.

**SECTION 6.** All newly hired or promoted employees will be required to satisfactorily complete the required probationary period as set forth in Article 10.

## **ARTICLE 12**

### **REDUCTION IN FORCE**

**SECTION 1.** The Union recognizes the right of the Employer to make necessary reductions in the numbers of the work force. Whenever it becomes necessary to reduce said force, the Union and any employees so affected shall be advised fourteen (14) days in advance.

**SECTION 2.** The Employer agrees that reduction in force shall be according to reverse order of seniority as defined in this agreement.

**SECTION 3.** The Employer agrees that it will not hire a new employee during the time a member is laid off. Any laid off employee who signs a list requesting that he be called for eight (8) hours or more of temporary available work with twenty-four (24) hours notice for planned or scheduled work or events, or with four (4) hours notice for unplanned or unscheduled work or events, shall first be called for such work before part time employees or subcontracted labor, and only if all laid off employees on that list decline to report for duty will part time employees or subcontracted labor then be called in to work. Nothing in this section shall prevent Employer from calling laid off members for work on less than four (4) hours notice in emergency situations, or from subcontracting work out under such circumstances without first contacting all laid off members. This section shall not apply to a lay off pursuant to Article 7, Section 6.

**SECTION 4.** Employees who are laid off shall be called back in the reverse order of their lay-off.

**SECTION 5.** Notwithstanding any other provision of this agreement, members shall not lose seniority status while laid-off and seniority shall continue to accumulate during the lay-off period.

## ARTICLE 13

### SICK LEAVE

**SECTION 1.** Each employee shall be entitled to 4.6 hours of sick leave with pay for each eighty (80) hours in active pay status. Accumulated sick leave will be debited the actual hours absent from work due to illness or injury. Hours absent from work due to job related illness or injury shall not be deducted from accrued sick leave.

**SECTION 2.** An employee eligible for sick leave shall be granted such leave with full pay and benefits for the following reasons:

- A. Personal illness or physical incapacity;
- B. Illness of an immediate family member requiring the member's personal care and attendance;
- C. Enforced quarantine of the member in accordance with community health regulations;
- D. Death of a member of the immediate family;
- E. Pregnancy of the employee, and/or child birth and other conditions related thereto; and
- F. If a member of the immediate family needs care for more than two days which must be provided by the employee, the employee must provide a physician's slip in order to be eligible for sick leave usage, but if the required care is for two days or less, no physician's slip shall be required for sick leave usage.

**SECTION 3. Evidence Required For Sick Leave Usage.** The Employer may require an employee to furnish a standard, written signed departmental leave slip explaining the nature of the illness, to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, up to and including dismissal.

**SECTION 4. Notification by Employee.** An employee who is ill or injured and unable to work shall notify the Superintendent or foreman at any time up to 12 hours prior to his scheduled starting time, unless the seriousness of the illness or injury precludes that action. A failure to report prior to the employee's scheduled starting time may result in violation of the attendance policy notwithstanding this provision. The employee shall advise the responsible authority of the nature of the illness or injury and of the duration if known.

**SECTION 5. Abuse of Sick Leave.** Employees failing to comply with sick leave rules and regulations shall not be paid and may be subject to disciplinary action. If the Employer has reason to suspect that a pattern of sick leave abuse exists, the Employer shall inform the employee in question and the Union Coordinator of the suspicion and the reason for the suspected sick leave abuse. If the employee continues to exhibit the same pattern of sick leave use and does not furnish a physician's statement concerning the illness (es), then the employee may be subject to the discipline procedure.

**SECTION 6. Physician Statement.** If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. When the employee is absent for three (3) or more consecutive scheduled work days due to illness, the employee shall be required before returning to work to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties.

**SECTION 7. Physician's Examination.** The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Employer, 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 sick leave or disability leave. The cost of the examination shall be paid by the Employer. When presented with a demand signed by the employee or both the

employee and the Union, the Employer shall disclose in writing the circumstances leading up to the Employer's decision to require an examination. It is understood by all parties that such a demand and response are to be held in strict confidence and do not constitute publication. If the employee disagrees with the decision of the professional to whom he has been sent, he may seek a second opinion from a professional of substantially equal credentials and licensure, the cost of which will be borne by the employee. If the two opinions are in substantial disagreement the two professionals so rendering those evaluations must mutually agree upon a third professional of substantially equal credentials and licensure whose opinion shall be final and binding. The costs of the third opinion will be borne equally between the employee and the Employer.

**SECTION 8. Documentation Upon Sick Leave Usage.** Any employee who is on sick leave must provide the proper documentation prior to return to work. This documentation shall consist of a complete departmental leave slip, and a physician's slip if required by this article. The proper documentation must be turned in to the employee's supervisor or the Superintendent prior to the start of the employee's shift or within 48 hours of returning to work. Failure to turn in the proper documentation within the 48 hours permitted will result in the absence becoming unapproved, with loss of pay by the employee for the days in question.

**SECTION 9. Bereavement Leave.** The Employer shall grant bereavement leave of two days with pay in the event of the death of a member of the immediate family of an employee or the employee's spouse. Immediate family of the employee or the employee's spouse shall be defined as including: spouse, parents, step-parents, grandparents, children, step-children, grandchildren or step-grandchildren, brothers or sisters and their spouses, aunts, uncles, nieces, nephews, or relative living in the same household. Employees may use two days of accumulated sick leave for bereavement leave in excess of two days. In the case of the death of a spouse, child, step-child, parent or step-parent, an employee shall also be permitted to use two days of personal leave, vacation leave or compensatory time leave, or combination of the foregoing for a maximum bereavement leave of six (6) days. Written notice from a funeral home of the death for which an employee seeks bereavement leave or a published obituary identifying the employee as a relative shall be provided to the Employer.

**SECTION 10. Personal Leave of Absence.** In its sole and absolute discretion, the Employer shall be permitted, but not required, to grant personal leaves of absence to employees on a case-by-case basis for up to three (3) months' duration. The grant or denial of any requested personal leave of absence shall not establish any precedent, be permitted to be the subject of a grievance, or be admissible in evidence in any administrative action or legal proceeding brought by any employee.

**SECTION 11. Transfer of Sick Leave.** Subject to and in accordance with rules and regulations adopted by the Employer, any employee may voluntarily transfer part of his accumulated sick leave to any other employee. The recipient employee must have been employed by the Township for a minimum of one (1) year, shall be paid at the regular base pay rate for his present class, and shall not accrue sick leave, vacation leave or personal days while receiving transferred sick leave, nor be entitled to holiday pay during that time. No part of any transferred sick leave shall be paid to a recipient employee by reason of that employee's resignation, retirement or death.

## ARTICLE 14

### JOB RELATED ILLNESS OR INJURY

**SECTION 1.** An employee off duty due to a work related injury or illness, as determined by a medical doctor, shall receive his full base salary for a maximum of one hundred eighty-two (182) calendar days, payable at regular payroll periods. Such payments shall be considered an advance to the employee who

shall return to the Employer all Temporary Total Disability payments received from the Bureau of Worker's Compensation for said one hundred eighty-two (182) calendar day period.

**SECTION 2.** Full pay and benefits include all raises the employee would have been entitled to or if on active duty status.

**SECTION 3.**

- A. An employee, receiving pay and benefits under the provisions of Section 1, shall, at the direction of the Employer, submit to a medical examination conducted by a physician of the Employer's choice, who shall report the results of the examination and his opinion of the employee's ability or inability to perform his normal duties. All costs of an examination conducted at the direction of the Employer shall be borne by the Employer. Refusal of an employee to submit to an examination as provided in this section shall be cause for the Employer to discontinue payments as provided in Section 1.
- B. An employee directed by the Employer to return to duty as the result of the aforementioned examination shall be given five (5) calendar days notice. The employee may, on the advice of his personal physician, refuse to report for duty. The employee shall furnish the Employer written documentation from his personal physician so advising him not to return to duty.
- C. In the event the Employer's physician and the employee's personal physician fail to concur regarding the employee's ability to report for duty, each party shall request their physician to select a third physician specializing in the treatment of the employee's injury or illness, who shall examine the employee and report to each party his opinion concerning the employee's ability to perform his normal duties. Costs of this examination shall be borne equally by the Employer and the employee.
- D. An employee directed by the Employer to report for duty as the result of the independent examining physician's report shall be given three (3) calendar days' notice to report. The employee may, on advice of his personal physician with a written copy furnished to the Employer, refuse to report for work. Upon such refusal to report, the Employer may discontinue payments as provided in this Article from the date notice was given to report for work, and any continued absence shall be charged to the employee's accumulated sick leave and then to other accumulated leave.

**SECTION 4.** An employee who was absent due to a job related illness or injury shall be entitled to reinstatement when fit to return to work at the salary for his position which is in effect at the time of the reinstatement.

**SECTION 5.** If a Worker's Compensation claim that has been filed is rejected by the Industrial Commission or the Bureau of Worker's Compensation, the time paid in accordance with Section 1 above will be charged to sick leave and then other accumulated leave time, but only after all appeals are exhausted.

**SECTION 6. Restricted Work Assignment.**

A. Employees unable to fully perform normal duties because of job-related injury or illness shall be required to participate in the Township's Transitional Work Program (TWP) as set forth in the TWP

Policy and Procedure adopted by the Township. Participation in the TWP may involve a change in normal working hours.

B. Employees eligible for TWP participation shall be required to present a statement from their physician of record listing specific job restrictions for the employee which shall be reviewed in accordance with the TWP Policy and Procedure before the restricted duty assignment is made.

C. Any restricted work assignment shall be based on the employee's specific medical restrictions and the availability of work within those restrictions. The availability of restricted duty work shall be determined solely by the Employer in conjunction with the MCO/Case Manager and/or Third Party Administrator, as set forth in the TWP Policy and Procedure. The employee and the employee's supervisor shall all be provided with the written restrictions applicable to the employee, and all shall bear equal responsibility in ensuring that the duties assigned to the employee remain within those restrictions.

D. Employees assigned to restricted work duties shall not be permitted to receive overtime or compensatory time compensation unless the Superintendent determines that overtime is necessary and the employee's physician has specifically authorized in writing that the employee may work more than eight (8) hours per day or forty (40) hours per week.

E. An employee's refusal to accept a good faith job offer or participate in the TWP may result in action being taken by the Township to terminate compensation paid to the employee by either the Bureau of Workers Compensation or the Township under Article 14, and disciplinary action up to and including termination of employment for refusal to return to work.

## ARTICLE 15

### MATERNITY LEAVE

**SECTION 1. Length of Leave.** A pregnant employee shall be granted a leave of absence without pay, subject to provisions of this rule. Leaves of absence shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employees' position. This period may include reasonable pre-delivery, delivery, and recovery time, as certified by a physician, not to exceed six (6) months. If the employee is unable to return to active work status within six (6) months, the employee shall be given a disability separation in accordance with Chapter 123:1-33 of the Administrative Code. Such leave shall not include time being requested for purposes of child care following the recovery of the employee.

**SECTION 2. Physician's Certificate.** A pregnant employee requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee's position due to pregnancy, childbirth, or related medical conditions.

**SECTION 3. Employer's rights.** Nothing contained in this Article shall limit the Employer's right to require that an employee take a leave of absence if unable to perform the substantial and material duties of the employee's position, it being understood that light duty work is not available within the Highway Department.

**SECTION 4. Family Medical Leave Act.** The Employer shall recognize any provisions of the Family Medical Leave Act under the United States Code which may be applicable to any employee in conjunction with this Article.

## ARTICLE 16

### VACATION

**SECTION 1.** The amount of vacation leave to which an employee is entitled is based upon length of service, as follows, and shall be awarded on the employee's anniversary date. Newly hired employees who previously earned vacation credit while a full time employee of another Ohio township shall be entitled to credit for such prior service in determining vacation leave to which the employee is entitled with the Employer if verification of the prior employment with another township and the amount of vacation earned there is provided to the Employer's Fiscal Officer within 60 days after the employee's date of hire by the Employer, and otherwise, such credit shall not be given. All employees covered by this agreement shall be entitled to the following vacation time at their base pay:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
Less than 1 year	None
1 year but fewer than 6 years	2 weeks
6 years but fewer than 15 years	3 weeks
15 years but fewer than 20 years	4 weeks
20 years but fewer than 25 years	5 weeks
25 years or more	6 weeks

**SECTION 2.** The vacation year for the purpose of accreditation shall be from the employee's anniversary date of appointment. Vacations may be taken in units of not less than four (4) hours. Scheduling shall be the responsibility of the Superintendent and consistent with an efficient work schedule.

**SECTION 3.** It is hereby agreed that seniority shall govern in the scheduling of vacation leave for those requests filed between January 1 and February 28. Applications filed after February 28 will be approved on a first come basis. Employees with three (3) or more weeks of annual vacation leave are eligible to carry over forty (40) hours of leave to the following year, beginning January 1, 2009.

**SECTION 4.** Vacation requests will take precedence over any approved personal days as long as the vacation request has been filed and approved two (2) weeks in advance. Personal days or comp time can be used in combination with vacation leave, with the scheduling being subject to the Superintendent's approval.

**SECTION 5.** Subject to approval of the Superintendent, employees shall be permitted to use their vacation leave during the period from December 1 through the following March 31 (the "snow season") in increments of up to two (2) days at a time, with no limit on the total number of vacation days which an employee may take during the snow season if weather and scheduling permit. One (1) employee may be permitted to take a full week of vacation during the first two weeks of December or the last two weeks of March, but shall be subject to call in. During the snow season, employees taking vacation leave must be available for call in on vacation days, but not during other times of the year except as provided in Section 6. No more than three (3) employees, who must all be available for call in, may be off on the same day in any combination of personal days, vacation days and comp days during the snow season, but in the event of an emergency, an employee with personal leave, sick leave, comp time or vacation leave may also be permitted to be off with the permission and at the discretion of the Superintendent or his designee. Employees who do not report for work if called in may be subject to discipline.

**SECTION 6.** An employee's vacation time may be cancelled in the event of a legitimate emergency as declared by the Superintendent.



## ARTICLE 17

### HOLIDAY PAY

**SECTION 1.** Each employee shall be entitled to twelve (12) paid holidays per calendar year, payable at the employee's base hourly rate, as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

**SECTION 2.** New employees shall be eligible for holiday pay after they have completed twenty-six (26) weeks of employment.

## ARTICLE 18

### PERSONAL DAYS

**SECTION 1.** Each employee shall be granted four (4) days off duty with pay on January 1<sup>st</sup> of each year of the contract, except for newly hired employees, who shall be entitled to one (1) day off each quarter during the calendar year when first hired. The personal days may be used for emergencies within the immediate family or for personal reasons of the employee.

**SECTION 2.** Personal days other than for emergency use will be scheduled in a minimum of two (2) hour increments with the approval of the Superintendent. Employees taking personal days other than for emergencies as defined in Section 1 shall be available for call in.

**SECTION 3.** No more than three (3) employees may be off on the same day in any combination of personal days, vacation days and comp days, and during the snow season, all employees must be available for call in. However, in the event of an emergency, an additional employee with personal leave, sick leave, comp time or vacation leave may also be permitted to be off with the permission and at the discretion of the Superintendent or his designee.

**SECTION 4.** Personal days will be approved on a first come, first serve basis.

**SECTION 5.** Request for personal days must be made 24 hours or more in advance. However, in the case of emergencies as defined in Section 1, when advance notice is not possible, a phone call to the Superintendent or foreman is required as soon as possible.

**SECTION 6.** Immediate family of the employee or the employee's spouse shall be defined as including: spouse, parents, step-parents, grandparents, children, step-children, brothers or sisters and their spouses, aunts, uncles, nieces, nephews, or relative living in the same household.

**SECTION 7.** Upon retirement from the department, as defined in Article 25, Section 4, the employee shall be paid for unused accrued personal days in the year in which he retires.

**SECTION 8.** Personal days cannot be carried over from calendar year to calendar year.

**SECTION 9.** Any employee who does not use any sick leave hours during a calendar year shall be entitled to an additional personal day for use during the next calendar year.

## **ARTICLE 19**

### **HOURS OF WORK AND OVERTIME**

**SECTION 1. Work Week and Hours of Work Defined.** The regular work week shall consist of forty (40) hours. Each work day shall generally be from 7:00 a.m. to 3:30 p.m., but the general hours of work may be changed if circumstances require, including, but not limited to, during the period from December 1 through the following March 31 (the “snow season”).

**SECTION 2. Overtime.** For purposes of determining entitlement to overtime pay, each work day shall be considered to begin at 7:00 a.m. and run for the next 24 hours, to the following 7:00 a.m. Employees who work in excess of eight (8) hours in any such 24 hour period shall be paid overtime pay. All overtime shall be authorized by the Superintendent or his designee. Overtime shall be voluntary except during snow season or in an emergency situation as determined by the Superintendent at which time it shall become mandatory. Once an overtime assignment is accepted, it shall be considered part of an employee’s normal and regular assignment, except that an employee who is unable to work an assignment due to illness shall not be permitted to use sick leave for pay for such overtime assignment.

**SECTION 3. Overtime Pay.** An employee working in excess of eight (8) hours in any 24 hour period as defined in Section 2 shall be compensated at the rate of one and one-half (1-1/2) times his base rate for all overtime hours. An employee who works more than 40 hours in a work week shall be paid one and one-half (1-1/2) times his base rate for all hours worked in excess of 40 hours. Any personal days, vacation days or comp time used during a given work week shall be counted as part of the hours worked by the employee, but not sick leave with the following exception: during the snow season from December 1 and continuing for sixteen (16) consecutive weeks, sick leave for employees in the weeks they are not on call shall be counted as part of the hours worked for determining overtime under this section.

**SECTION 4. Compensatory Time.** Compensatory time off in lieu of overtime (“comp time”) may be taken at the option of the employee. It shall be credited on the basis of time and one-half for the actual time worked, and may be taken by the employee, with the written approval of the Superintendent or his designee on a form provided, in increments of two (2) hours or more. If a two (2) hour increment is requested, it shall be taken either at the beginning or at the end of the employee’s shift. The use of comp time by employees shall be on an equitable basis. Employees who are off on comp time are always subject to call in. Employees may accumulate up to eighty (80) hours of comp time. Accumulations of comp time in excess of eighty (80) hours will be paid to the employee by the Township Fiscal Officer in the next pay period. Comp time which is not used within the calendar year in which it is earned shall automatically be carried over to the following calendar year, up to a maximum of eighty (80) hours, unless the employee makes a written request to the Fiscal Officer for payment for those hours instead of having any carryover. Payment for any unused comp time at the end of the calendar year will be paid to the employee by a separate check during January of the following year. In addition to the foregoing provisions concerning payment for accumulated comp time, employees may request payment of no less than eight (8) hours and no more than forty (40) hours of their accumulated comp time twice each calendar year, between the months of April and October, by submitting a written request for such payment to the Township Fiscal Officer. The employee’s comp time payment request shall then be paid to them, subject to all required deductions, within the following two (2) weeks.

**SECTION 5. Holiday Overtime Pay.** An employee who works on a holiday shall be paid at the rate of one and one-half (1-1/2) times his base rate for all hours worked on the holiday in addition to receiving holiday pay.

## ARTICLE 20

### WAGES

**SECTION 1.** Wages shall be as in Appendix A. In addition, all employees shall receive a one-time bonus of \$250.00 following ratification and signing of this agreement.

**SECTION 2. Longevity Pay.** Longevity compensation shall be paid to all employees covered by this agreement at the following rates:

<u>YEARS OF SERVICE</u>	<u>PAY</u>
4-9 years of service	\$32.00 per year of service
10-14 years of service	\$43.00 per year of service
15 years of service and over	\$53.00 per year of service

Longevity compensation shall be paid to each employee for uninterrupted years of service with Perkins Township, and included in the employee's first regular paycheck following his anniversary date.

**SECTION 3. Call in Pay.** Whenever an employee is called in to work during hours he was not scheduled, he shall receive a minimum of two (2) hours of pay, at either his base pay or overtime pay as determined under Article 19. Call in pay shall not apply to time worked at the end of an employee's scheduled shift, when the employee shall be paid only for hours actually worked.

**SECTION 4. Jury Duty Pay.** Employees on jury duty shall be paid for 8 hours at their regular base rate for each day of service, and shall turn over all checks for jury service to the Township Fiscal Officer.

**SECTION 5. Shift Premium.** Employees working during the hours from 5:00 p.m. to 5:00 a.m. shall receive a shift premium of an additional seven per cent (7%) of their base rate for hours actually worked by them during those hours.

**SECTION 6. On Call Pay.** During the snow season which for purposes of this provision shall be defined as beginning December 1 and continuing for a total of sixteen (16) consecutive weeks, the two (2) employees who are on-call each week shall be paid five (5) hours of pay at the Level 4 ,base pay grade shown in Appendix A as on-call pay. On-call pay shall be included with the employees' pay during each applicable pay period. The on-call pay of an employee who is unable to work due to illness or injury shall be pro-rated for a seven (7) day week and paid to the secondary employee who takes the on-call assignment of the employee who is off work for each day the secondary employee is on-call. Employees who are off on vacation or personal time leave shall receive on-call pay since they are subject to call in during the snow season.

**SECTION 7. Educational Bonus.** Employees who have earned a degree from an accredited institution of higher education in construction management, civil engineering, horticulture, turf management or landscaping shall be paid a bonus annually on the employee's anniversary date. The annual bonus for an associate=s degree shall be an amount equal to 4% of the employee's base rate in each year of this Agreement, and for a bachelor=s degree or above, the bonus amount shall be equal to 5% of the employee=s base rate. Only one educational bonus shall be paid to an employee regardless of the number

of degrees held by the employee. Bonus payments shall be subject to normal wage withholding deductions.

## ARTICLE 21

### CLOTHING AND CLOTHING ALLOWANCE

**SECTION 1.** The Employer shall provide an annual clothing allowance of \$350.00 per employee, including prescription safety glasses, with such amount to be paid upon presentation by the employee of receipts for items purchased from a list to be provided by the Employer. The amount so paid shall be includable on the employee's W-2 form as required by IRS regulations. Employer shall also provide safety items up to \$275.00 per year including fluorescent sweatshirts and shirts or vests to each employee. Other than safety items as required under Article 8 and safety clothing as referred to in this section, the Employer shall not be required to furnish an annual clothing allowance payment to new hires until after January 1 of the year following the year in which they were hired.

**SECTION 2.** Employees shall be permitted to wear hemmed, sleeveless T shirts during warm weather periods.

## ARTICLE 22

### INSURANCE

**SECTION 1.** The Employer will maintain health and hospitalization insurance for each employee electing coverage. Premiums for covered Highway Department employees shall be borne 85% by Employer and 15% by employees. The deductibles for such insurance shall be \$2,500/5,000, except as modified under Section 2 or under Section 4 as may be applicable.

**SECTION 2.** Under the policy to be in effect as of January 1, 2017, the Employer will also contribute Credits for employees who qualify for them under the Deductibles Credits Program, which covers 5 areas: glucose, BMI or body fat percentage, blood pressure, LDL cholesterol, and smoking. Each employee may earn credits for each of those five (5) segments which will reduce their \$2500/5000 deductible. Employees with coverage which includes spouses will receive credits for their spouse based upon the spouse's testing results. Employees with coverage which includes children but not spouses will receive two times the employee's own credits. The Credits would be \$400 for each of the five applicable segments successfully completed during the first insurance year, and \$375 in the second and third years.

- A. For 2017, each covered employee would be granted the number of Credits equal to those earned by the employee (and spouse, if applicable) for each segment of the former Wellness Program in place during 2016. Employees with coverage for children which does not include spouses will be granted two times the number of the employee's credits.
- B. If an employee was not a participant in the insurance program in 2016, he or she will be granted Deductibles Credits based upon their results of an annual physical examination or blood testing and BMI determination through Firelands Corporate Health or other provider approved by the Employer in November or December of 2017 at the Employer's expense.

- C. Employees who did not have a spouse in the insurance program in 2016 may obtain at their expense the necessary blood tests and BMI percentage from Firelands Corporate Health which will submit the results to the Employer for Deductibles Credits.
- D. Credits for the 2018 and 2019 insurance years for covered employees and spouses and children, if applicable, will be determined based on physical examinations and/or blood testing and BMI determination through Firelands Corporate Health or other provider approved by the Employer in November or December of 2017 and 2018 at the Employer's expense.
- E. The Credits for each employee with single coverage will be deducted from the \$2500 portion of the \$2500/5000 plan deductible, and the total Credits for each employee and spouse or children for employees with other than single coverage will be deducted from the \$5000 family portion of the plan deductible.

**SECTION 3.** An "insurance year" as of the signing of this Agreement shall run from January 1 through the following December 31. A record of each employee's (and spouse's, if applicable) Credits and resulting effective deductible amounts shall be maintained by the Employer or its representative for each insurance year. When an employee submits Explanation of Benefits (EOB) forms and proof of payment (receipts) to the Employer or its representative demonstrating that during an insurance year, which shall include a "run out" period of three (3) months following the expiration of the prior insurance year, covered medical care expenses in amounts equal to the employee's deductible(s) have been paid by the employee, the employee shall thereafter be entitled to be reimbursed by the Employer for each EOB with proof of payment submitted by the employee up to the amount of the employee's Deductibles Credits. Medical care expenses incurred in any insurance year which are not submitted as required to the Employer within three (3) months following the expiration of an insurance year shall not qualify for meeting the employee's deductibles. Reimbursement of medical care expenses incurred by an employee after deductible(s) have been met shall be made within three (3) weeks after the submission of EOBs for covered medical expenses qualifying for reimbursement. Any covered medical expense incurred after the employee's Credits amount has been exhausted shall be the sole responsibility of the employee.

**SECTION 4.** Increases or decreases in insurance premiums during the second and third insurance years of this Agreement shall be shared by Employer and employees in the same 85%/15% ratio. However, in any year in which total premiums would increase by more than 10% over the premiums for the prior insurance year, the Employer shall not be required to renew the then current coverage for the next insurance year. Under those circumstances, the Township Health Insurance Committee comprised of one (1) representative each from the Fire, Police, Highway, and Administrative departments and the three (3) Township Trustees shall negotiate possible actions to be taken. The Health Insurance Committee can also recommend to the Trustees changes in the level of insurance or conditions of the policy, whether to obtain other insurance bids, the carrier to provide coverage, and revisions to testing standards for Deductibles Credits. The Employer agrees that it will retain the 85%/15% premium payment ratio in implementing any changes to the health insurance coverage for the Highway Department employees.

**SECTION 5.** During the first insurance year of this Agreement, each covered employee shall contribute \$31.63 per pay for single coverage; \$75.54 per pay for employee/spouse coverage, \$68.82 per pay for employee/child coverage, and \$110.93 for family coverage to be deducted from the employee's compensation each pay period and applied to the cost of such health insurance. An additional \$6.25 per pay shall be deducted from the employee's compensation each pay period during insurance year 2017 only which shall be applied to the insurance premium deficit reduction amount charged to the Employer by its insurer.

**SECTION 6.** Coverage for an employee's spouse shall be provided only when the spouse has no coverage available through the spouse's own employment. If an employee and the employee's spouse each have separate health insurance coverage and they also have dependent children, their dependent children shall be covered under the health insurance policy of the spouse whose birth date occurs first in the calendar year. Coverage for an employee's dependent children shall otherwise be provided only where there is no coverage for such children under a spouse's health insurance policy or where there is an order for the employee to provide such coverage made by a court of competent jurisdiction.

**SECTION 7.** Insurance coverage shall not be effective until the first day of the first month after the first thirty (30) days of employment and shall be terminated on the last day of employment.

**SECTION 8.** If the healthcare reforms under the so-called Affordable Care Act or the regulations promulgated thereunder or by any repeal or replacement of that Act adversely affect the current health insurance coverages after 2017, the Employer may implement adjustments in the coverage for employees after first meeting with the Health Insurance Committee to negotiate such adjustments.

**SECTION 9.** All employees hired after the signing of this Agreement shall be required to be tobacco-free, including "vaping," as a condition of employment and continued employment with Perkins Township.

**SECTION 10.** Fifty thousand dollars (\$50,000.00) of double indemnity life insurance will be provided for each full-time employee.

## **ARTICLE 23**

### **BULLETIN BOARD**

**SECTION 1.** The Employer shall provide a locked bulletin board with keys to the Union. The board shall be permanently mounted in an area of common use by all employees.

**SECTION 2.** All Union notices which appear on the bulletin board shall be signed, posted, and removed by the Local Union President or his designee or stewards during non-work time. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Recreational and social events.
- B. Elections and election results.
- C. General membership and business meetings.
- D. General Union business of interest to employees.

All other notices of any kind not covered in A through D above must receive prior approval of the Employer or its designated representative.

**SECTION 3.** It is understood that no material may be posted on the Union bulletin board at any time which contains the following:

- A. Reporting, commentary, endorsement, criticism, or any other statement which is politically motivated or considered of a political nature, except as provided in C and D above.
- B. Personal attacks upon any other employee or any elected office holder.
- C. Attacks on any employee organization, regardless of whether the organization has local membership.

If the Employer alleges a violation of this section, it shall, by written memorandum containing the basis for the allegation, direct the responsible Union official to remove the document. The Union official, if on duty, shall comply by the end of his shift, or if not on duty, within a twelve (12) hour period following receipt of said order.

**SECTION 4.** Other than on employee lockers, no Union related materials of any kind may be posted anywhere in the Employer's facility or on the Employer's equipment except as provided above unless the Employer permits other unions to post elsewhere in the facility other than on bulletin boards specifically reserved for them. The Union's chairman shall remove improperly posted materials at the Employer's request, but if he fails to do so, the Employer or its designee shall, on its own initiative or on complaint, remove the posted materials.

## **ARTICLE 24**

### **LABOR MANAGEMENT**

**SECTION 1.** In the interest of sound Labor/Management relations, unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time, the Employer and/or its designee, (no more than three (3) management representatives total) 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 written agreement.

**SECTION 2.** An agenda shall be agreed upon by the parties at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The parties shall also supply the names of those representatives who will be attending. The purpose of such meetings shall be to:

1. Discuss the administration of this agreement;
2. Notify the Union of changes made by the Employer which affect employees;
3. Disseminate general information of interest to the parties;
4. Give the Union representatives the opportunity to share the views of their employees on topic of interest to both parties; and
5. To consider and discuss health and safety matters relating to employees.

**SECTION 3.** If special Labor/Management meetings have been requested and are mutually agreed upon, they shall be convened as soon as possible and shall be subject to the provisions of Section 2.

**SECTION 4.** Labor/Management meetings are not intended to be negotiation sessions nor an extension of the grievance process.

## **ARTICLE 25**

### **MISCELLANEOUS**

**SECTION 1. Payment for Required Licenses.** Employer shall pay the costs for issuance of the renewal of the CDL license required to be held by each employee, but only for the first attempt to obtain a renewal if testing is required, and shall not be obligated to pay for the training or coursework required to be completed to obtain the initial CDL. The Employer's costs shall include the cost of the test and issuance of the license for an upgrade of the CDL classification when requested or approved in advance by Employer along with the employee's time absent from work to take the test one time. Employer shall also pay for the cost for renewal of spray and playground licenses if renewal of such licenses is requested by Employer or approved by it in advance.

**SECTION 2. Flex Time.** Employees may be required to attend a training session, meeting or seminar outside of Erie County where the travel time results in the employee having to devote more than eight (8) hours of time for the day on the Employer's behalf. Such employees shall be permitted to leave work early on a subsequent work day, with the Superintendent's approval, by the number of hours spent by them in excess of eight (8) on the training, meeting or seminar day without any loss of pay for that work day. One (1) employee attending monthly safety council meetings as the department's safety committee member during the months from September through the following May shall be entitled to receive flex time for the time spent at the safety council meeting. Two (2) employees shall be permitted to receive flex time during contract negotiations for time spent at the bargaining table with the Employer outside the employees' normal work hours.

**SECTION 3. Tuition Reimbursement.** Employees shall be permitted to enroll in work-related classes or training as determined and approved by the Employer or Superintendent and to obtain tuition reimbursement for them if the Employer has budgeted funds for such purposes. This provision shall not require, however, that the Employer budget such funds annually.

**SECTION 4. Severance Pay.** An employee, upon resignation from the Department, shall receive payment for thirty percent (30%) of unused sick leave up to one hundred twenty (120) days with payment being for a maximum of 288 hours and full payment for all accumulated or unused personal days, holidays, vacation leave, and overtime. Payment shall be based on the employee's base wage at the time of resignation or retirement. An employee must have a minimum of ten (10) years service in order to be eligible for payment of unused sick leave upon resignation. An employee, upon retirement or death shall receive payment for fifty percent (50%) of his/her unused sick leave up to 480 hours, but such payment shall in no event exceed ten thousand (\$10,000.00) dollars. Employees who retire under normal service retirement shall have completed at least fifteen (15) years of service with Perkins Township to qualify. In case of death the employee's spouse or estate shall receive any payment to which the employee would have been entitled under this Article and Section.



## ARTICLE 26

### NO STRIKE/NO LOCKOUT

**SECTION 1.** The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the agreement provides for the orderly resolution of grievances. The parties therefore agree that a strike will be defined as the following:

A strike means any concerted action on the part of the bargaining unit employees failing to report to duty willful; absence from one's position; stoppage of work; slowdown; or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms, and other conditions of employment. Stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment shall not be deemed a strike.

### SECTION 2.

- A. During the term of this agreement, the Union, its representative and employees, shall not authorize, cause, engage in, sanction, support, or assist in any action defined as a strike which affects the Employer or its operations. If in the opinion of the Employer, such concerted actions occur, the Employer will give written notice, including the basis for the allegation, to the Union's chairperson. The chairperson shall cooperate with the Employer and shall actively discourage and endeavor to terminate the alleged actions. Cooperation shall specifically include a prompt notification to employees of the bargaining unit to the effect that an alleged violation of this article is in progress. Such notification shall instruct employees to cease and desist from their alleged action. Should the chairperson fail to post such notice, the Union shall not contest the Employer's request to the State Employment Relations Board for retroactive penalties in the event the Board determines an unauthorized strike has occurred.
- B. Any employee of a bargaining unit who, without legitimate excuse, knowingly fails to return to work immediately on or at the next scheduled duty time, after notification by the Union as provided herein, or who knowingly continues to participate or promote strike activities as defined, may be disciplined to the extent provided herein.
- C. Should the State Employment Relations Board determine an unauthorized strike has occurred, the employer:
  - (1) May remove or suspend those employees who one day after notification by the Employer of the SERB decision that a strike is not authorized continue to engage in the unauthorized strike; and
  - (2) If the employee is employed, or re-employed, as a public employee by the Employer, the Employer may impose the following conditions:
    - 1. The employee's compensation shall in no event exceed that received by him immediately prior to the time of violation;
    - 2. The employee's compensation is not increased until after the expiration of one year from the employment or reemployment.

- (3) Shall deduct from each striking employee's wages, if the Board also determines that the public Employer did not provoke the strike, the equivalent of two days wages for each day the employee remains on strike commencing one day after receiving the notice called for in division (C)(1) of this section. The Employer shall give the employee credit for wages not paid after that point in time due to the employee's absence from his place of employment because he is on strike.

Any penalty that is imposed upon the employee, except for the penalty imposed under division (C)(3) of this section, may be appealed to the Board. The Board may modify, suspend, or reverse the penalty imposed by the public Employer, if the Board does not find that the penalties are appropriate to the situation. The imposition of a penalty is appealable to the Court.

**SECTION 3.** During the term of this agreement, the Employer shall not cause, permit, or engage in any lockout of its employees, provided that said employees have not violated section 2(A) of this article. If the Employer reasonably believes that a violation of section 2(A) has occurred, the employees so violating that section may be locked out for up to seventy-two (72) hours pending a review by the court or the State Employment Relations Board of the strike and its legality. If it is determined that there was no strike or that the strike was lawful, the Employer shall reimburse locked out employees for all earnings lost as a result of the lockout.

**SECTION 4.** Nothing in this article shall be construed to limit or abridge the parties' right to seek available remedies provided by law to deal with any unauthorized or unlawful strikes or lockouts.

## **ARTICLE 27**

### **DUES AND FAIR SHARE FEE**

**SECTION 1.** On or after the 31<sup>st</sup> day of employment, the Employer agrees to deduct monthly, from the wages of any employee who is a member of the Union all Union membership dues uniformly required, including any required initiation fee for newly hired employees. The Union shall provide the Employer with a deduction authorization card for each employee and will notify the Employer from time to time of the dues it charges and its current membership. Dues shall be deducted in equal installments from each of the first two (2) paychecks issued in a month. All sums deducted will be forwarded monthly to the Union, with a list of names and amounts of dues deducted.

**SECTION 2.** All employees of the bargaining unit shall either be dues paying members of the Union, or as a condition of continued employment, remit to the Union a fair share fee in the amount specified by the Union, which shall not be more than the member dues, per month in accordance with provisions of ORC 4117.09(C). Said amount shall be deducted from the wages of all such non-member employees on the same basis as the deductions made for dues from members of the Union and forwarded monthly to the Union with a list of names of the non-member employees for whom the deductions were made and the amount for each such non-member employee.

**SECTION 3.** UAW V-CAP contributions shall be deducted by the Employer from the wages of members in the bargaining unit who authorize such deductions by completing an authorization and check-off contribution on the UAW V-CAP form. Deductions shall be made only in accordance with the provision and in the amount designated on the V-CAP forms. A properly executed V-CAP form delivered to and on file with the Employer shall be a prerequisite and precondition for such deductions. V-CAP deductions shall be made from the first two (2) paychecks issued in a month to the employee provided there are sufficient funds, with the amount deducted forwarded to the Union.

**SECTION 4.** The Union agrees to indemnify and save the Employer harmless against any and all suits, claims, demands and liability for damages or penalties that may arise out of or by reason of any action that shall be taken by the Employer for purposes of complying with this Article.

**SECTION 5.** The Union shall have a rebate procedure pursuant to ORC 4117.

## **ARTICLE 28**

### **SEVERABILITY**

**SECTION 1.** This agreement is subject to all applicable state or federal laws and Chapter 4117 of the Ohio Revised Code, and shall be interpreted whenever possible so as to comply fully with such laws, provisions and/or any decision by an official, board, or judicial body having authority to interpret them.

**SECTION 2.** Should any part of this agreement or any provision contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or a provision of this agreement shall not invalidate the remaining portions and they shall remain in full force and effect. Further, the parties shall meet promptly at mutually convenient times to negotiate replacement language for such invalidated provision(s). Neither party shall be required to negotiate during the term of this agreement, however, the agreement may be amended by mutual consent.

## **ARTICLE 29**

### **DIRECT DEPOSIT**

**SECTION 1.** [Deleted]

**SECTION 2.** [Deleted}

**SECTION 3.** The use of direct deposit shall be mandatory for all employees after January 1, 2007, regardless of date of hire.

**SECTION 4.** Direct deposit funds shall be in the employee's direct deposit accounts no later than midnight on Thursday of the pay week.

**SECTION 5.** Employees in the direct deposit program will still receive a statement of earnings, consistent with the current statement of earnings provided with each payroll check.

## **ARTICLE 30**

### **DURATION OF AGREEMENT**

**SECTION 1.**

- A. This agreement shall be deemed effective as of September 1, 2016, and shall remain in full force and effect until August 31, 2019, unless otherwise terminated as provided herein. Any wage increases negotiated as part of this agreement shall be retroactive to the effective date of September 1, and paid to employees at the end of the first pay period following the signing of this agreement.
- B. If either party desires to modify, amend or terminate this agreement, it shall give

written notice of such intent no later than ninety (90) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt and shall conform to the regulations of the State Employment Relations Board. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

**SECTION 2. Effect of Agreement.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The provisions of this agreement constitute the entire agreement, between the Employer and the Union and all prior agreements, either oral or written, are hereby canceled.

**SIGNATURES**

This Agreement is signed the 27 day of February, 2018 in Perkins Township, County of Erie, Ohio.

**Perkins Township Board of Trustees:**

  
\_\_\_\_\_  
Jeffery Ferrell, Chair

  
\_\_\_\_\_  
Timothy D. Coleman, Trustee

  
\_\_\_\_\_  
James Lang, Trustee

  
\_\_\_\_\_  
John Coppeler, Management Rep.

  
\_\_\_\_\_  
Troy Nemitz

  
\_\_\_\_\_  
Brian L. Kuhs

\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Chris Sims, UAW Rep.

**APPENDIX A**

**HOURLY RATES OF PAY**

**YEAR 1      YEAR 2      YEAR 3**

(After \$500.00 increase in base wage):

<b>LEVEL</b>	<b>YEAR 1 (3.0%)</b>	<b>YEAR 2 (2.00%)</b>	<b>YEAR 3 (2.50%)</b>
Level 1	\$17.64	\$17.99	\$18.44
Level 2	\$19.51	\$19.90	\$20.40
Level 3	\$20.45	\$20.86	\$21.38
Level 4	\$21.41	\$21.84	\$22.39

Employees reach Level 2 after 1 year of employment; Level 3 after 3 years of employment; and Level 4 after 5 years of employment.

**HOURS OF WORK MEMORANDUM OF UNDERSTANDING  
PERKINS TOWNSHIP HIGHWAY DEPARTMENT**

1. Notwithstanding the provisions of Article 19, Section 1 captioned "Work Week and Hours of Work Defined," Employer agrees that as long as there is compliance with the conditions of this MOU, the hours of work each day shall generally be from 7:00 a.m. to 3:00 p.m., though these general hours may be changed if circumstances require, including but not limited to during the period from December 1 and continuing through March 31 each year (the "snow season").
2. As conditions of this MOU, the employees agree that there shall only be a fifteen (15) minute morning break, taken generally between the hours of 10:00 a.m. and 1:00 p.m., with no lunch period.
3. The employees further agree as a condition of this MOU that they shall obtain and carry with them all necessary tools and equipment for jobs assigned each day at the time they leave the Township services buildings in the morning for the day's jobs, and that they shall not return to the Township services buildings other than to obtain tools or equipment unexpectedly found to be needed only while performing the assigned jobs.
4. Employees further agree as a condition of this MOU that they shall not return to the Township services buildings to use restroom facilities unless their assigned job is in the immediate vicinity of the services buildings and no other public restroom facilities are closer than the services buildings.
5. If there are violations of these conditions, the Superintendent shall notify the employee(s) who have reportedly violated one or more of the conditions to meet with the Superintendent to discuss the alleged violation. A Union representative, including Chris Sims, shall be permitted to attend the meeting. If after such meeting the Superintendent finds that the condition(s) has been violated, whether by one or more than one employee, notice shall be given to all Department employees of the finding, which shall be, in effect, a "last chance" notice that any further violation will result in the stated hours of 7:00 a.m. to 3:30 p.m. being followed.
6. A second violation of any of the conditions of this MOU will again result in the Superintendent scheduling a meeting with the employee(s) involved and the Union representatives, and upon finding that a second violation has occurred, the Superintendent shall notify all employees that the contract hours will thereafter be followed.
7. Grievances of any action taken by the Superintendent relating to this MOU shall not be taken beyond Step 3 of the grievance process under Article 6. This MOU shall continue through the contract period ending August 31, 2019 if the stated conditions are observed by the employees.