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**NEGOTIATED CONTRACT  
BETWEEN  
PLAIN TOWNSHIP BOARD OF TRUSTEES  
AND  
THE UTILITY WORKERS UNION OF AMERICA  
AFL-CIO, LOCAL 561**

**APRIL 1ST, 2021  
TO  
MARCH 31ST, 2024**

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Article 1:        **INTRODUCTION**

This agreement is hereby entered into by and between the Board of Trustees of Plain Township, Stark County, Ohio, hereinafter referred to as the "Township"; and the Utility Worker's Union of America, AFL-CIO, Local 561, hereinafter referred to as the "Union."

Article 2:        **RECOGNITION**

Section A        The Township hereby recognizes the Utility Workers Union of America, AFL-CIO, Local 561 as the sole and exclusive bargaining representative for those employees of the Plain Township Road Department in the bargaining unit.

Section B        The term "bargaining unit" is deemed to include all full-time hourly employees in the classification of Operator/Laborers, Road Mechanic, and to exclude all salary (office personnel) and all management personnel, including the highway superintendent, assistant, or acting highway superintendent, and the project supervisor-engineer, and supervising foreman.

Article 3:        **UNION REPRESENTATIVE**

The Union agrees that it will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Township a written notice stating the Union's authorized representative(s) who will deal with the Township and make commitments for the Union. When there is a change in the listed authorized representative(s), the Union will notify the Township in writing.

Article 4:        **MANAGEMENT RIGHTS: RETENTION OF DISCRETION AND RESPONSIBILITY**

Section A        For each and every issue, subject and/or area not specifically addressed by the provisions of this contract, the absolute right, authority, and discretion to address said subject issue, and/or area is retained by and vested exclusively in the Township. The following is a non-exclusive list of some such issues, subjects, or areas:

1.        The absolute right, authority, and discretion to 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;

2. The absolute right, authority, and discretion to direct, supervise, evaluate, or hire employees;
3. The absolute right, authority, and discretion to maintain and improve the efficiency and effectiveness of governmental operations;
4. The absolute right, authority, and discretion to determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. The absolute right, authority, and discretion to suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. The absolute right, authority, and discretion to determine the adequacy of the work force;
7. The absolute right, authority, and discretion to determine the overall mission of the employer as a unit of government;
8. The absolute right, authority, and discretion to effectively manage the work force;
9. The absolute right, authority, and discretion to take actions to carry out the mission of the public employer as a governmental unit.

**Section B** Neither this provision nor any issue, subject, and/or area which is retained by the Township herein is subject to the grievance procedure, unless the issue, subject, and/or area has been specifically addressed by the provisions of this contract, and then only to extent that the issue, subject, and/or area has been negotiated upon and agreed upon in said provision.

## Article 5: **NON-DISCRIMINATION PROVISION**

**Section A** Township:

The Township pledges that it will not discriminate based upon, and to provide equal opportunity without regard to race, color, religion, national origin, sex, age, or disability which does not interfere with the ability to perform the essential functions of the job. This pledge applies to all employees and applicants for employment in connection with hiring, placement, upgrading, transfer or demotion, recruiting, advertising or solicitation for employment; treatment during employment; rates of pay or

other forms of compensation; selection for training; layoff or termination of employment.

**Section B      Employee Activities:**

1.      The Township and the Union acknowledge that, in addition to any other rights an employee may have pursuant to Ohio Revised Code Chapter 4117, other laws of the State of Ohio, and any laws of the United States of America, any employee in the bargaining unit has the absolute right to join, assist, or participate in, or refrain from joining, assisting, or participating in the Union;
2.      It is further pledged by both the Township and the Union that they shall not discriminate against any employee with regard to such choice(s).

**Section C      Union:**

1.      As the exclusive bargaining agent, the Union is required to and pledges to represent all employees who are members of the bargaining unit fairly and equitably, regardless of their membership or non-membership in the Union.
2.      The Union further pledges that it will not discriminate based upon, and to provide equal opportunity within the Union regardless of race, color, religion, national origin, sex, age, or handicap which does not interfere with the ability to perform the functions of the job.

**Article 6:                      TERMS AND CONDITIONS OF EMPLOYMENT**

This agreement is limited to establishing rights and benefits during the tenure of employment of any one and/or all employees who are within the bargaining unit and/or subject to this contract, and does not create an expectation of continued employment.

**Article 7:                      FLSA STATUS**

All employees within the bargaining unit are classified as "non-exempt" for purposes of the Fair Labor Standards Act; and are subject to the overtime provisions thereof.

Article 8:                                **PROBATIONARY PERIOD - NEW EMPLOYEES**

Section A        New employees shall have a probationary period of two (2) calendar years. During this probation period, the new employee may be terminated at the sole discretion of the employer. Any new employee must currently hold a CDL Class B and be required to obtain a Class A CDL within twelve (12) months of hire date.

Section B        At the termination of a new employee's probationary period, the new employee will be paid the rate in accordance with the progression schedule.

Section C        New employees in their probationary period shall not be able to avail themselves of and are not subject to the grievance procedure under any provision for any reason.

Article 9:                                **PROGRESSION SCHEDULE**

Section A	<u>Years of Service</u>	<u>Pay Classification</u>
	0 to 12 months	Probation
	After 12 months	Class 4 - Probation
	After 24 months	Class 3
	After 48 months	Class 2
	After 64 months	Class 1

Years shall be computed, for progression purposes, by the employee's continuous full-time service effective on their anniversary date of each year.

Section B        Seniority

1. Seniority shall be established using the employee's most recent hiring date as a full-time department employee, and the total continuous years of service from that date.
2. Those probationary employees hired at the same meeting or the same date shall have their seniority determined according to the sequence of the names read in the resolution.

Section C        Layoff Procedure

In the event the Board of Trustees determines a reduction in the department is necessary, that reduction shall be accomplished based on the employee's seniority, the least senior employee shall be removed from active pay status first, and so on.

Article 10:     **HOURS OF WORK**

Section A     The workweek is defined as seven (7) consecutive calendar days, commencing at 12:01 a.m. Sunday and ending 12:00 a.m. (Midnight) the following Saturday.

Section B     Overtime

1.     Article 10, Section B shall hereafter be interpreted so that overtime will be paid only for work in excess of forty (40) hours actually worked in one workweek. The only exceptions shall be those hours not worked but paid for because of a holiday, vacation, sick time, funeral leave, jury duty, or personal time. Those hours shall be considered as hours worked in calculation of the forty (40) hour workweek.
2.     Working hours will be calculated in compliance with the standards established by the Fair Labor Standards Act.
3.     Overtime will be paid at the rate of one and one half (1-1/2) times an employee's regular hourly rate.
  - a.     Overtime shall be paid at a rate of one and one half (1-1/2) times an employee's regular hourly rate for all time worked on a holiday in addition to the eight (8) hours the employee is to receive for holiday pay.
4.     Overtime shall be paid at a rate of two (2) times an employee's regular rate for all time worked on Thanksgiving Day and the day after Thanksgiving, Christmas Day, and New Year's Day, in addition to the eight (8) hours the employee is to receive for holiday pay.

Section C     Work Hours

1.     The Plain Township Board of Trustees agrees to normally schedule work hours, as far as practical, of eight (8) working hours each on Monday, Tuesday, Wednesday, Thursday, and Friday for a total of forty (40) working hours per workweek.
2.     Call-Out

- a. All bargaining employees shall be subject to early or late call-out at the discretion of the superintendent or other designee of the Board of Trustees when conditions so warrant.
  - b. Employees who are called-out by the Highway Superintendent or other designee of the Plain Township Board of Trustees shall receive a minimum of three (3) hours times their applicable rate regardless of the actual time worked.
- 3. Report-in
  - a. An employee who reports for work has not been advised not to report due to inclement weather, equipment breakdown, lack of working materials, or other reasons not in the control of the Plain Township Board of Trustees, shall be guaranteed four (4) hours pay.
  - b. An employee who begins work at the direction of the Highway Superintendent or his designee, and is furloughed for the remainder of the work day, shall be paid for all hours worked or for four (4) hours, whichever is greater, except for call-out.
  - c. The provisions of this report-in shall not be arbitrarily and/or unreasonably applied by the Plain Township Board of Trustees.
- 4. Determine whether it is necessary or practical under circumstances faced by the Plain Township Board of Trustees to alter normal work schedule including but not limited to reducing work hours, or whether conditions warrant early or late call-out, is an absolute right and within the absolute authority of the Plain Township Board of Trustees, Highway Superintendent, or other designee of the Board of Trustees. Any such alteration of the normal work schedule is not subject to the grievance procedure.
- 5. Section C of this provision shall not be construed or interpreted as a guarantee of minimum working hours per day or week.

#### Section D Meals and Breaks

- 1. All employees will receive a one half (1/2) hour meal break during a normal eight (8) working hour day to be scheduled at the discretion of the Highway Superintendent or supervisor.
- 2. All employees will receive a ten (10) minute break in the first half of a normal eight (8) working hour day to be scheduled at the discretion of the Highway Superintendent or supervisor.

3. All employees will receive a ten (10) minute break in the second half of a normal eight (8) working hour day to be scheduled at the discretion of the Highway Superintendent or supervisor.

**Section E      Working Time**

1. Employees are not to perform any work for the benefit of Plain Township prior to the employee's scheduled starting time, during the employee's lunch period, or after the employee's scheduled quitting time (absent a standard policy which dictates working beyond the scheduled quitting time under specific circumstances) unless the employee is directed to do so by the Highway Superintendent or a supervisor. Employees who clock in prior to their scheduled starting time or after their scheduled quitting time will not be paid for time spent waiting to begin work or lingering after quitting work.

**Article 11:      PAYROLL PERIOD**

**Section A**      Payroll Period will consist of two consecutive calendar weeks running from 12:01 a.m. Sunday to 12:00 a.m. (Midnight) Saturday.

**Section B**      Payroll will be issued/paid on Friday of the week subsequent to the conclusion of the payroll period.

**Article 12:      WAGES**

Wages shall increase during the term of this Agreement as follows:

Year 1 (2021): 2.0%    (3.0% PERS Pickup added back into wage)  
 Year 2 (2022): 2.5%  
 Year 3 (2023): 2.5%

These wages are reflected in the following schedule.

**Section A      Job Classification**

	<b>Hourly Rate Effective 4/1/21</b>	<b>Hourly Rate Effective 4/1/22</b>	<b>Hourly Rate Effective 4/1/23</b>
Mechanic	\$ 28.73	\$ 29.45	\$ 30.19
Operator/Laborer I	\$ 25.79	\$ 26.44	\$ 27.10
Operator Laborer II	\$ 24.65	\$ 25.26	\$ 25.89
Operator Laborer III	\$ 23.38	\$ 23.96	\$ 24.56
Operator/Laborer IV	\$ 22.29	\$ 22.85	\$ 23.42
Probationary New Hire	\$ 20.94	\$ 21.46	\$ 22.00

**Section B      Effective Date**

All hourly rates as indicated in Section A of this provision become effective at 12:01 a.m. on the date indicated at the top of each column in Section A of this provision.

**Article 13:      LONGEVITY**

Section A	Each member of the Bargaining Unit shall receive longevity payment, in addition to his/her regular pay, pursuant to the following schedule.	
	<b>YEARS</b>	<b>PAYMENT</b>
	02	\$ 325.00
	03	\$ 375.00
	04	\$ 425.00
	05	\$ 475.00
	06	\$ 525.00
	07	\$ 575.00
	08	\$ 625.00
	09	\$ 675.00
	10	\$ 725.00
	11	\$ 775.00
	12	\$ 825.00
	13	\$ 875.00
	14	\$ 925.00
	15	\$ 975.00
	16	\$ 1,025.00
	17	\$ 1,075.00
	18	\$ 1,125.00
	19	\$ 1,175.00
	20	\$ 1,225.00

	21	\$ 1,275.00
	22	\$ 1,325.00
	23	\$ 1,375.00
	24	\$ 1,425.00
	25	\$ 1,475.00
	26	\$ 1,525.00
	27	\$ 1,575.00
	28	\$ 1,625.00
	29	\$ 1,675.00
	30 & over	\$ 1,725.00
Section B	Years shall be computed, for longevity purposes only, by the employee's continuous full-time service effective April 1 <sup>st</sup> of each year.	
Section C	Longevity payment for each employee entitled thereto shall be made with the employee's first pay following April 1 <sup>st</sup> of each year.	
Section D	Payment of longevity pay for each employee entitled shall be accomplished by voucher separate from normal pay.	

#### Article 14:     **UNION DUES DEDUCTIONS**

##### Section A     Union Dues, Initiation Fees, and Assessments

1. The Township is authorized by this contract to deduct periodic Union dues, initiation fees, and assessments of members of the Utility  
  
Workers Union of America, AFL-CIO upon presentation of a written deduction authorization executed by the employee.
2. Union dues, initiation fees, and assessments deductions covered by this provision shall be submitted to the Secretary-Treasurer of the Union within ten (10) days following their deduction, accompanied by a computer print-out showing each employee for which Union dues have been deducted and the corresponding amount deducted.
3. Once funds are remitted to the Union pursuant to this Provision, their disposition thereafter is the sole and exclusive obligation and responsibility of the Union.
4. The Union hereby agrees that it shall indemnify and hold the Township harmless from any and all claims, demands, actions, suits, or proceedings made by the Township pursuant to this Provision.

## Section B Authorization

1. Any deduction which requires a written authorization to be executed by the employee will be deducted from the employee's paycheck as soon as possible after it is submitted to and received by the Fiscal Officer's office.
2. Any deductions which require written authorization to be executed by the employee may be changed or cancelled by the employee. To do so, the employee shall notify the Fiscal Officer's office in writing as to the change or cancellation. The change or cancellation so requested shall be executed as soon as possible after it is received by the Fiscal Officer's office.

## Article 15:     **FAIR SHARE FEE**

The parties agree that at the time of ratification of this contract, the fair share provisions that follow are not effective under current Ohio and Federal Law.

### Section A     Union Membership Not Required

No employee shall be required to become a member of the Union as a condition for securing or retaining employment.

### Section B     Fair Share Deduction

1. Pursuant to the authority of the Ohio Revised Code § 4117.09(C), all employees within the bargaining unit who are not members in good standing with the Union shall be required to pay a Fair Share Fee.
2. Pursuant to the authority of Ohio Revised Code § 4117.09(C), all new employees within the bargaining unit who do not become members of the Union shall be required to pay the Union a Fair Share Fee upon the completion of their probationary period.
3. The deduction of a fair share fee by the Township from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

### Section C     Amount of Fair Share Fee

The Fair Share Fee shall not exceed periodic Union dues paid by members of the Union who are within the same bargaining unit.

## Section D Fair Share Certification

The Fair Share Fees to be deducted shall be certified to the Township Fiscal Officer by the Secretary-Treasurer of the Union in writing, at least 28 days prior to any payroll for which they are to be deducted. The certification shall occur at a minimum annually, and periodically as changes occur, and it shall minimally include the following information:

1. The certified amount of the Fair Share Fee to be deducted in accordance with this Provision.
2. The list of non-member employees who are covered by the agreement and are within the bargaining unit from which the Fair Share Fee shall be deducted.

## Section E Claims for Errors in Processing

It is hereby agreed that neither the employees nor the Union shall have a claim against the Township for errors made in processing of deductions pursuant to this provision. If it is claimed that an error occurred, and notice is made to the Township Fiscal Officer in writing within 30 days after said claim is to have occurred, and the error is verified, it will be corrected as soon as possible.

## Section F Suspension of Fair Share Fee Deduction

The Township shall be relieved from making deductions of Union dues or Fair Share Fees from any employee who during any pay period is:

1. terminated from employment;
2. promoted to a job other than one covered by the bargaining unit in this agreement;
3. laid off from work;
4. on an unpaid Leave of Absence;
5. for any employee who meets the requirements of Section H of this provision, and who is determined by the State Employment Relations Board to be exempt from paying Fair Share Fee;
6. for any employee who during the pay period in which the Union Dues and/or Fair Share Fee is deducted shall have failed to receive sufficient wages equal to the Union Dues or Fair Share Fee deduction.

## Section G: Fair Share Fee Rebate

1. Any employee who has paid to the Union a Fair Share Fee may apply to the Union for a rebate for such expenditures.
2. The Union pledges to the Township that it shall prescribe, and shall maintain in force throughout the term of this Agreement, an internal rebate procedure to determine a rebate, if any, to non-member employees which conforms to Federal and State law as well as Ohio Revised Code § 4117.09(C), and as that section is interpreted and developed by the State Employment Relations Board.
3. The internal rebate procedure shall provide for a rebate of expenditures in the support of partisan politics or ideological causes not germane to the work of the employee organization in the realm of collective bargaining.
4. It shall be the responsibility of the employee to obtain appropriate refund from the Union pursuant to the rebate procedure.
5. An employee who has applied to the Union for a rebate may challenge the Union's determination of the rebate within thirty days of the date of the determination by filing a petition with the State Employment Relations Board.

## Section H Exemption from Fair Share Fee

Any public employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction to the State Employment Relations Board, the Board shall declare the employee exempt from becoming a member of or financially supporting an employee organization. The employee shall be required, in lieu of the Fair Share Fee, to pay an amount of money equal to such Fair Share Fee to a non-religious charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code mutually agreed upon by the employee and the representative of the employee organization to which the employee would otherwise be required to pay the Fair Share Fee. The employee shall furnish to the employee organization written receipts evidencing such payment, and failure to make such payment or furnish such receipts shall subject the employee to the same sanction as would nonpayment of dues under the applicable collective bargaining agreement.

Section I Fair Share Fee Disposition

Once funds are remitted to the Union pursuant to this Provision, their disposition thereafter is the sole and exclusive obligation and responsibility of the Union.

Section J Township Indemnification

It is specifically agreed that the Township assumes no obligation, financial or otherwise, arising out of this provision.

The Union hereby agrees that it shall indemnify and save the Township harmless from any and all claims, demands, actions, suits, or proceedings arising from the deduction of Union Dues and/or Fair Share Fees made by the Township pursuant to this Provision.

Article 16: **HOLIDAYS PROVISION**

Section A Holidays will be observed and paid in accordance with the provisions set forth in Ohio Revised Code § 511.10 and Ohio Revised Code § 1.14.

Section B Current holidays set forth by Ohio Revised Code § 511.10 and Township Resolution, subject to amendment by the State Legislature are: When Christmas Eve falls on a normally scheduled work day, employees will receive eight hours off of paid holiday pay.

**New Year's Day** (The first day in Jan)

**Martin Luther King Day** (The third Monday in Jan)

**Presidents' Day** (The third Monday in Feb)

**Memorial Day** (Last Monday in May)

**Independence Day** (Fourth day of July)

**Labor Day** (First Monday in Sept)

**Columbus Day** (Second Monday in Oct)

**Veterans' Day** (Eleventh day of Nov)

**Thanksgiving Day** (Fourth Thursday in Nov) & Day after Thanksgiving

**Christmas Day** (twenty-fifth day of Dec)

## Article 17:     **VACATION**

### Section A     Vacation Entitlement

In conjunction with employees hire date for computing years of service, any previous employment time with any State of Ohio Agency or Subdivision and any U.S. Government military time as long as employee provides proper documentation shall be included.

Hire date to be used for computing years of service, with each anniversary counting as one year of service.

YEARS OF SERVICE	VACATION ENTITLEMENT
After One	Two Weeks
After Five	Three Weeks
After Ten	Four Weeks
After Fifteen	Five Weeks
After Twenty	Six Weeks

### Section B

1. Employees must take their paid vacation allowance between their anniversary dates. A person can carry over vacation up to two weeks maximum into the following year, with prior approval of his/her Department Head.
2. A person can cash in up to two weeks unused vacation, but must take at least two weeks of his allotted vacation to do so.

### Section C     Scheduling Vacation Entitlement

1.     a.     Beginning every January 2<sup>nd</sup> for a period of 90 days employees should request and submit their first, second, and third choices for vacation weeks and their first, second and third choices for vacation days.

- b. Priority for scheduling vacation shall be determined by the employee's seniority with the Plain Township Road Department, with the most senior employee receiving his first request, then the next senior employee receiving his first request and continuing until all employees have received their first requests. Then the procedure starts over again with the most senior employee.
2. All employees' vacation entitlement requests made after the 90 day period shall be subject to those requests submitted on time and shall be scheduled on a "first come - first serve" basis subject to the Plain Township Road Department work and manpower requirements, with all final decisions regarding scheduling of vacation entitlement to be made by the Plain Township Highway Superintendent.
3. Vacation schedules shall be posted on the appropriate bulletin board. Any changes in the vacation schedule can only be made with the approval of the Plain Township Highway Superintendent.

Article 18:     **SICK LEAVE**

- Section A
1. Each employee will receive fifteen (15) working days per calendar year with pay for any Sick Leave purpose set forth herein.
  2. For the purposes of Sick Leave, the calendar year will begin on December 1 and end on November 30.
  3. Employees who are hired in the course of a Sick Leave calendar year shall receive 1.25 days of sick leave for each month remaining in the sick leave calendar year upon expiration of the probationary period.

Section B     Sick Leave may be used for the following purposes:

1. Medical, dental, or optical examination or treatment, at the discretion of the Department Head, for special circumstances shown, for the
  - a. employee
  - b. employee's spouse
  - c. employee's child
  - d. employee's parent
  - e. The decision of the Department Head shall not be subject to the grievance procedure, but appealable only to the Board of Trustees or their designee.

2. Illness, injury, or hospitalization of the
  - a. employee
  - b. At the discretion of the Department Head, for the
    - 1) employee's spouse
    - 2) employee's child
    - 3) employee's parent
    - 4) The decision of the Department Head shall not be subject to the grievance procedure, but appealable only to the Board of Trustees or their designee.
  - c. Illness and injury are hereby defined for the purposes of Sick Leave as disabling injury or an illness of such severity as to keep the employee (or in the case of the employee's spouse or child) confined at home, excluding office visits to receive medical attention under this section.

Section C      1. Sick Leave must be used/taken in increments of fifteen (15) minutes.

2. Employees may report off on holidays for any Sick Leave purpose approved by the Board, but said employees shall not receive Sick Leave pay in addition to Holiday pay.

- Section D      1. An employee, having been absent for Sick Leave purpose, upon return shall apply for such benefit(s) and provide such proof as required by the Board.
2. A physician's statement, verifying the sickness or injury, must accompany the Sick Leave form in any case where the employee has been absent for more than three (3) consecutive days.
  3. The Board may, at its option and at its cost, require examination of the employee by a physician of its own selection.

Section E      Sick Leave payments shall be reduced by the amount of any payments which supplement wages paid by any insurance coverage provided by the Township.

- Section F      1. Any employee found to be claiming Sick Leave without valid cause, upon determination by the Township, shall forfeit all Sick Leave credits for the calendar year in which the improper claim was made.
2. Abuse of Sick Leave shall be grounds for disciplinary action, up to and including dismissal.

Section G      Sick leave credits may be accumulated without limit.

## Section H

1. Upon the retirement of an employee, as defined by The Ohio Public Employees Retirement System, who has ten (10) or more years of service with Plain Township, the State of Ohio, or other political subdivisions within the State of Ohio, said employee is entitled to be paid for 75 percent ( $\frac{3}{4}$ ) of his accumulated sick leave balance not to exceed (45) days or 25% ( $\frac{1}{4}$ ) of his accumulated sick leave balance, which is ever greater. Said payment will be made in cash, based upon the employee's rate of pay at the time he/she retires.
2. Upon the death of an employee, 75% ( $\frac{3}{4}$ ) of the employees accumulated sick leave balance not to exceed forty-five (45) days or 25% ( $\frac{1}{4}$ ) of the employees accumulated sick leave balance, whichever is greater, will be paid to the employees estate. Said payment will be based upon the employee's rate of pay at the time of his/her death.

## Section I

An employee may allocate up to twenty-four (24) hours of sick leave per year for personal time taken for personal reasons. Personal time shall be taken in a minimum of fifteen (15) minute increments. Whenever possible, the employee should notify the department head 24 hours in advance.

## DONATED SICK LEAVE POLICY

To receive donated sick leave, and employee must be under and Compliant with the FMLA and must also meet the following criteria to be eligible:

- a. The employee must be suffering from a serious illness or injury causing an extended absence from work, or whose spouse or minor child is suffering from the same the event of the death of a spouse or minor child.
- b. The employee must have depleted or, will with the use of the remaining sick leave hours deplete his or her total available sick leave and the employee must have depleted all personal and vacation time.
- c. The employee must not have any documented sick leave abuse during the previous three years.

2. The employee who elects to donate sick leave recognizes and agrees that the donated sick leave shall be deducted from his/her accrued sick leave account and shall not be refunded.
3. The donation of sick leave shall not be considered an incident of absence or count against an employee's sick leave bonus.
4. Sick leave must be donated in 8 hour increments.
5. A request for sick leave donation shall be submitted to the department head in writing on a designated form and shall be accompanied by documentation verifying the need leave, including the time period during which the employee can reasonably be expected to be absent from work.
6. All other requirements for the use of sick leave must be followed in the employee's handbook when using donated sick leave.
7. The donated sick leave will be converted to a dollar amount based on the hourly salary of the person donating the leave. This amount will then be converted back to hours based on the hourly salary of the person receiving the leave.

#### Section J. **PERSONAL TIME**

1. Employees shall receive an additional 8 hours of personal time (not) to be taken out of sick leave balance. This personal time will be scheduled at the discretion of the Highway Superintendent due to work load and vacation scheduling.

#### Article 19: **FUNERAL LEAVE**

1. Employees shall receive up to three (3) working days of funeral leave pay for the death and funeral of immediate family members. Funeral leave pay shall not be deducted from an employees sick leave balance. The Highway Superintendent may approve funeral leave for other than immediate family members at the Highway Superintendent's discretion.
2. Immediate family members are defined as spouse, children, parents, grandparents, grandchildren and siblings. Any more needed funeral time shall be taken out of sick leave or unused vacation time.

3. Notification and approval of the Highway Superintendent is necessary. The Highway Superintendent has the discretion to approve more funeral leave if needed.
4. Employees will only receive Funeral Leave pay used for funeral purposes if they:
  - a. attended the funeral service during the period of absence; and
  - b. would otherwise have been regularly scheduled and able to work such day(s) during the normal work week.

**Article 20:      MEDICAL LEAVE OF ABSENCE**

- Section A      All employees shall be granted Leave of Absence without pay for up to six (6) months for any legitimate medical reason.
- Section B      An employee on a Medical Leave of Absence shall not participate in the Public Employee Retirement System (PERS) or receive vacation eligibility or paid holidays during their Leave of Absence.
- Section C      The Township agrees to continued insurance coverage during the employee's Medical Leave of Absence conditioned upon the employee making full payments when due for same.
- Section D      1.      All employees returning from Medical Leave of Absence shall obtain a medical release for work from the employee's physician.
2.      The Township may, at its option, require a employee returning from Medical Leave of Absence to be additionally examined by a physician chosen by the Township, at the cost to the Township, to obtain an additional medical release for work.

**Article 21:      INSURANCE**

- Section A      1.      Traditional Health Care
- a.      The Plain Township Board of Trustees shall continue to provide to the union, the same benefits that are provided to all Township non-bargaining employees.
- b.      If the existing coverage which is in effect on the date of adoption of this section by resolution is cancelled, non-renewed, or otherwise become unavailable, the Plain

Township Board of Trustees shall continue to offer the same package of benefits offered to any non-bargaining employee.

- c. In the event unilateral changes in insurance coverage are imposed upon or made by the Plain Township Board of Trustees, the Plain Township Board of Trustees responsibility is limited to timely communication of the occurrence of said changes to members of the bargaining unit accompanied by an explanation of the effect (s) on members of the bargaining unit.

## Section B Other Insurance Coverage

1. The Plain Township Board of Trustees may continue to provide the existing dental, vision, life, cancer, and disability insurance coverage which is in effect on the date of signing this agreement.
2. If the existing coverage which is in effect on the date of signing this agreement is cancelled, non-renewed, or otherwise becomes unavailable, the Plain Township Board of Trustees may substitute a comparable insurance coverage.

## Section C LASER EYE SURGERY

Full time employees will be eligible for coverage of Laser Assisted in-situ Keratomileusis (LASIK) eye surgery procedures:

Provisions:

1.	Plain Twp. will pay 80% after deductible for Network Providers and 80% UCR after deductible for Non-Network Providers. Benefits are limited to \$500 per eye.
2.	Payment for the above-mentioned refractive surgery procedure will be made once per lifetime.
3.	Enhancement procedures, additional corrective surgeries, or other procedures relating to or resulting from the initial refractive eye surgery are excluded.
4.	The employee's diagnosis must meet the medical necessity standard for refractive eye surgery as established by the Medical Review Institute of America and any applicable FDA guidelines.

## Section D Better and/or Alternative Insurance Coverage

Nothing in this section prohibits the Plain Township Board of Trustees from providing better insurance coverage and/or to provide alternative

insurance coverage at the employees' option.

#### Section E Insurer Changes in Terms

In the event unilateral changes in insurance coverage are imposed upon or made by the Plain Township Board of Trustees, and in turn imposed on members of the bargaining unit, the Plain Township Board of Trustees' responsibility is limited to timely communicating the occurrence of said changes to members of the bargaining unit accompanied by an explanation of their effort(s) on members of the bargaining unit.

This schedule, and any and all health plan related matters, are subject to change pursuant to the above provisions.

### Article 22: **MILITARY LEAVE**

Section A Any employee who voluntarily enters or who is drafted under the provisions of the Selective Service Act into the military or naval service of the United States shall be granted a leave of absence. Upon the employee's discharge from such service, in accordance with the provisions of Ohio Revised Code § 5903.03 he/she shall be reinstated to his/her former job classification. Such employee shall also receive any other rights and privileges granted by Federal or State Law.

- Section B
1. In accordance with Ohio Revised Code 5903.061, any employee who, as a reserve member of the armed forces of the United States, is called upon to receive temporary military training or render temporary military service, shall be entitled to an unpaid leave of absence, not to exceed fifteen (15) days in any one (1) calendar year.
  2. Such leave of absence is preconditioned upon the requirement that such employee provide the Township with evidence of the dates of departure and return at least sixty (60) days prior to his/her

departure for such leave of absence and evidence of satisfactory completion of such leave of absence.

3. The employee shall be restored to his/her previous position with the same status, pay and seniority upon return from such leave of absence.
4. Such leave of absence shall not affect the employee's right to vacation leave, sick leave, or other normal benefits of his/her employment.

**Section C** In accordance with Ohio Revised Code § 5923.05, any employee who is a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or member of other reserve components of the armed forces of the United States is entitled to a paid leave of absence for such time as he/she is in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any one (1) calendar year. Such employee shall also receive any other rights and privileges granted by Federal or State Law.

Article 23: **JURY DUTY AND SUBPOENAED WITNESS**

- Section A**
1. Any employee who is summoned for jury service or is subpoenaed as a witness into a court of law shall not be required to report for work during the time the employee's presence is required for either of those reasons.
  3. Any employee who is summoned for jury service or is subpoenaed as a witness into a court of law shall not be unreasonably required to report for work that particular day.
    - a. The bargaining unit employee shall be paid at his/her regular hourly rate for any hours spent in court testifying as a result of being subpoenaed into a court of law during non-scheduled working hours which arises from his/her employment as a bargaining unit employee pursuant to this section.
    - b. All hours spent in court testifying as a result of being subpoenaed into a court of law during non-scheduled working hours arising directly from his/her employment as a bargaining unit employee pursuant to this section shall be considered hours worked for purposes of the fair labor Standards Act.

**Section B** **Jury Duty**

1. The employee shall be paid at his/her regular hourly rate for any

regularly scheduled hours of work missed as a result of being summoned for jury service.

2. All regularly scheduled hours of work missed as a result of being summoned for jury service will be considered hours worked for the purposes of the Fair Labor Standards Act.

#### Section C Subpoenaed Witness

1. The employee shall be paid at his/her regular hourly rate for any regularly scheduled hours of work missed as a result of being subpoenaed as a witness into a court of law.
2. All regularly scheduled hours of work missed as a result of being subpoenaed as a witness into a court of law pursuant to this section shall not be considered hours worked for the purposes of the Fair Labor Standards Act.
3. The bargaining unit employee shall be paid at his/her regular hourly rate for any hours spent in court testifying as a result of being subpoenaed into a court of law during non-scheduled working hours which arises from his/her employment as a bargaining unit employee pursuant to this section.
4. All hours spent in court testifying as a result of being subpoenaed into a court of law during non-scheduled working hours arising directly from his/her employment as a bargaining unit employee pursuant to this section shall be considered hours worked for the purposes of the Fair Labor Standards Act.

#### Section D Witness: For The Benefit of Plain Township

1.
  - a. Any hours spent in court as a witness for the benefit of the Township shall be considered hours worked for the purposes of the Fair Labor Standards Act and shall be paid accordingly.
  - b. In addition, any expenses which are incurred pursuant to this section, including but not limited to travel expenses (mileage allotment or use of a Township vehicle), meal allowance, and lodging expenses if required, will be paid by the Township subject to submission of proof and/or receipts as required by the Township.

#### Section E As a PRECONDITION for payment and/or benefits pursuant to Sections B, C, D, or E above, each employee **WILL BE REQUIRED** to:

1. submit proof of jury service or being subpoenaed into a court of law;
2. tender the amount of fees or payment received for jury service or appearance as a subpoenaed witness into a court of law;
3. notify the Highway Superintendent **AS SOON AS POSSIBLE** after the employee is notified that a court appearance is required. The employee shall also regularly notify the Highway Superintendent as to the progress of the proceedings.

Article 24:     **UNIFORMS**

- Section A     A uniform allowance of five hundred dollars (\$500.00) per year shall be provided to each bargaining unit employee. There shall be no carryover from year to year and there is no cash out option. Uniforms and boots will be purchased through Plain Township approved vendors only. This allowance includes one (1) pair of boots per calendar year. Plain Township will provide a new hire with insulated bibs and jackets. Quantities for individuals of any such item or items should be based on the member having inventory of uniform clothing that is necessary for each individual to maintain a neat, well-groomed image and provide comfort and safety at all times. All members shall be required to always maintain their uniforms in good order. Items unkept and in disrepair shall not be used as a uniform component and must be replaced with the uniform entitlement.
- Section B     Uniforms supplied by the Township pursuant to Section A of this provision shall be worn only during the course of performing regularly assigned duties.
- Section C     Rubber boots used and worn by all members of the bargaining unit are to be issued by Plain Township to bargaining unit members and replaced on an as-needed basis at the discretion of management.
- Section D     All bargaining unit members who require a CDL license shall be reimbursed the cost of a CDL license over and above the cost of a standard license not to exceed \$100.00 per union member, per renewal.

Article 25:     **HEALTH AND SAFETY EQUIPMENT**

The Township shall supply all safety equipment pertaining to the duties of the job in accordance with the O.S.H.A. Rules and Regulations.

Section A     **GYM MEMBERSHIP REIMBURSEMENT**

An employee is eligible for the cost of a gym membership if the employee

provides proof of attendance for at least one hundred fifty-six (156) visits in a twelve (12) month period. The employee shall then receive a maximum reimbursement for gym membership costs of \$400.00, with a completed Health Club Reimbursement Request form on file at the Township Administration Offices.

Article 26:      **WORKERS' COMPENSATION**

Section A      The Plain Township Board of Trustees will continue to meet the obligations imposed by Ohio Revised Code § 4123.01 et. seq.

Article 27:      **RETIREMENT**

Section A      1.      Pursuant to the provisions of Ohio Revised Code § 145.01 et. seq. each employee will be required to become a member of the Public Employee Retirement Systems (PERS).  
2.      Pursuant to Ohio Revised Code § 145.01 each employee will be required to contribute to the Public Employee Retirement System (PERS), and said contribution will be automatically deducted from the employee's paycheck.

Section B      The Township will continue to meet all its obligations as set forth in Ohio Revised Code § 145.01 et. seq., specifically including but not limited to contributions to the Public Employee Retirement System (PERS) as required by Ohio Revised Code § 145.48.

Article 28:      **WORK RULES**

Section A      The Union recognizes that the Township and/or its designee, under this Agreement, has the right to promulgate reasonable work rules, regulations, policies and procedures, to regulate the personal conduct of employees, and the conduct of the employees' services and programs.

Section B      Prior to implementation of any new or revised work rule, regulation, policy or procedure which affects members of the bargaining unit, the Township and/or its designee shall offer to meet with the negotiating committee of the Union to discuss said work rule, regulation, policy or procedure.

Section C      Prior to implementation of any new revised work rule, regulation, policy or procedure which affects members of the bargaining unit, the Township and/or its designee shall post a copy for a period of five (5) working days and forward a copy to the Secretary of the Union.

Section D      The Township recognizes and agrees that no work rules, regulations, policies or procedures shall be maintained or established that modify or

which are in violation of any expressed terms or provisions of this Agreement.

Section E      The Township shall provide employees and the Secretary of the Union with copies of the work rules, regulations, policies and procedures, and changes thereto.

- Section F      1.      The reasonableness of work rules, regulations, policies and procedures promulgated by the Township and/or its designee are NOT subject to the grievance procedure, UNLESS disciplinary action for which suspension, termination, or demotion has been proposed involving given work rules, regulations, policies and procedures, in which case the affected employee may challenge the reasonableness of said work rules, regulations, policies and procedures.
2.      The Union and/or employees reserve the right to grieve work rules, regulations, policies and procedures which modify or violate this Agreement.

## Article 29: **DISCIPLINE, SUSPENSION AND DISMISSAL**

### Section A      **DISCIPLINARY PRINCIPLES**

The Plain Township Board of Trustees believes that a clearly written discipline policy will serve to promote fairness and equality in the workplace, and will minimize potential misunderstandings among employees in disciplinary matters. Furthermore, the Board believes that certain basic principles, set forth below, must consistently be applied in order to effectively and fairly corrects job performance and behaviors:

1. Employees shall be advised of expected job performance and behavior, the types of conduct that the Department has determined to be unacceptable, and the penalties for such unacceptable behavior;
2. Immediate attention shall be given to policy infractions;
3. Discipline shall be applied uniformly and consistently throughout the Township departments, and any deviations from standard procedures must be well-justified and documented;
4. Each offense shall be dealt with as objectively as possible;
5. Discipline shall be progressive;
6. An employee's immediate supervisor shall normally be responsible for administering discipline;

7. Infractions that warrant suspension without pay or termination shall be determined by the Trustees, following the provisions below:
8. In any meeting with an employee in whom the findings may lead to disciplining the employee, a Union officer must be present if requested by the employee.

## **Section B     DISCIPLINARY RETENTION RECORDS**

Records of verbal instruction and cautioning shall cease to have force and effect twelve (12) months from the date of issuance. Records of written reprimand shall cease to have force and effect eighteen (18) months from the date of issuance. Suspension of three (3) or less days shall cease to have force and effect twenty-four (24) months from the date of issuance. Suspension of more than three (3) days shall cease to have force and effect thirty six (36) months from the date of issuance. The above disciplinary time period limits do not apply if there is intervening disciplinary action(s) for the same or similar infractions taken during that time period. Upon the employee's written request, to the Township Administrator, disciplinary records which no longer have effect shall be placed in a sealed envelope within the employee's file.

## **Section C     PROGRESSIVE DISCIPLINE POLICY**

This discipline policy provides standard penalties for specific offenses; however, the examples of specific offenses given in any grouping are not all inclusive, but serve merely as a guide. The standard penalties provided in this policy do not preclude the application of a more or less severe penalty for a given infraction when specific circumstances exist. In those cases where the penalty deviates from the recommended standard penalty, the reasons for such deviation must be noted in writing by the supervisor administering the discipline.

## **Section D     GROUNDS FOR DISCIPLINARY ACTION AND PENALTIES**

The examples of Group I, II and III Offenses, set forth below, are characteristic of those offenses which the State Personnel Board of Review and professional arbitrators have historically judged to be of such a nature to warrant the penalties established for each group.

In general, Group I Offenses may be defined as those infractions which are of a relatively minor nature and which cause only a minimal disruption to the Township in terms of a slight, yet noticeable decrease in departmental productivity, efficiency and/or morale.

Group II Offenses may be defined as those infractions which are of a more serious nature than the Group I Offenses, and which, in turn, cause a more serious and longer lasting disruption to the Township in terms of decreased departmental productivity, efficiency, and/or morale.

Group III Offenses may be defined as those infractions which are of a very serious or possibly a criminal nature, and which cause a critical disruption to the Township in terms

of decreased departmental productivity, efficiency and/or morale.

### Group I Offenses

#### **Discipline:**

First Offense:	Verbal Warning (instruction and cautioning);
Second Offense:	Written Reprimand;
Third Offense:	Up to three (3) day suspension without pay;
Fourth Offense:	Up to fifteen (15) day suspension without pay; or
Fifth Offense:	Termination.

1. Tardiness.
2. Failure to commence duties at the beginning of the work period, or leaving work prior to the end of the work period.
3. Leaving the job or work area during the regular working hours without authorization.
4. Unauthorized absence from work.
5. Creating or contributing to unsanitary or unsafe conditions or poor housekeeping.
6. Malicious mischief, horseplay, wrestling, or other undesirable conduct, including use of profane or abusive language.
7. Threatening, intimidating, coercing or interfering with subordinates or other employees.
8. Failure to cooperate with other employees as required by job duties.
9. Failure to use reasonable care of Township property and equipment.
10. Neglect or carelessness in observance of official safety rules, or disregard of common safety practices.
11. Failure to observe Township rules.
12. Discourteous treatment of the public.
13. Failure to make required reports.
14. Unsatisfactory work or failure to maintain required standard of performance.
15. Unauthorized use of telephone for other than business purposes.

16. Violation of agency solicitation policy.

Group II Offenses

**Discipline:**

First Offense:	Written Reprimand;
Second Offense:	Up to three (3) day suspension without pay;
Third Offense:	Up to fifteen (15) day suspension \Without pay; or
Fourth Offense:	Termination.

◆ Grounds for Disciplinary Action and Penalties

1. Sleeping during working hours.
2. Reporting for work or working while unfit for duty.
3. Being in possession of, or drinking alcoholic beverages on the job.
4. Conduct violating morality or common decency, e.g., sexual harassment.
5. Giving false testimony during a complaint or grievance investigation or hearing
6. Use of abusive or threatening language toward supervisors, co-workers, or members of the public
7. Unauthorized use of Township property and equipment.

Use and Operation of Township Equipment

- A. Employees who operate Township vehicles and equipment shall be required to maintain a valid Commercial Driver's License. In either January and/or July of each year, the Highway Superintendent shall observe each Road Department employee's operation of Township vehicles and equipment and shall certify in writing on appropriate forms the observed employee's competency in the operation of such vehicles or equipment. A copy of these certificates shall be placed in each employee's personnel file and in the records of the Road Department. Records of accidents shall be kept by the Highway Superintendent and a copy of same shall be provided to the Fiscal Officer.

All employees of Plain Township, while operating any motor vehicle on Township business, shall comply with Department of Highway Safety, State of Ohio seat belt laws and regulations. The Township Vehicle Use Policy shall be followed by all Road Department employees.

- B. General Conditions

1. All Township vehicles and equipment shall be used solely for Township purposes.
2. All Township vehicles and equipment shall be housed on Township property, unless otherwise authorized by the Board of Trustees.
3. No person(s) other than Township employees shall operate any Township vehicles or equipment.
4. All Township employees shall operate Township vehicles and equipment in a safe and proper manner. Any employee who is found operating any vehicle and/or equipment in an improper and/or unsafe manner shall be disciplined.
5. No Township vehicle or equipment shall be used under any circumstance for any private or non-Township purpose by any Township employee.
6. The Township Drug and Alcohol Policy is incorporated herein by reference.

### **Group III Offenses**

#### **First Offense Up To and Including Termination**

1. Wanton or willful neglect in the performance of assigned duties or in the care, use or custody of any Township and equipment. Abuse, or deliberate destruction in any manner of Township property, tools, equipment, or the property of employees.
2. Signing or altering another employee's attendance record (time cards or time sheets), or unauthorized altering of own attendance record.
3. Falsifying testimony when accidents are being investigated, falsifying or assisting in falsifying or destroying any Township records, including work performance reports; or giving false information or withholding pertinent information called for in making application for employment.
4. Making false claims or misrepresentation in an attempt to obtain any Township benefit.
5. Stealing or similar conduct, including destroying, damaging or concealment of any Township property.
6. The use or abuse of drugs or other controlled substances; the sale of drugs, or other controlled substances.
7. Abusing, fighting or attempting to cause injury to other employees, supervisors, or persons.

8. Carrying or possession of firearms, explosives or weapons on Township property at any time without proper authorization.
9. Concealing a communicable disease such as TB, which may endanger other employees.
10. Dishonesty or any dishonest action.
11. Insubordination by refusing to perform assigned work or to comply with written verbal instruction of supervisors.
12. Conviction of a felony that is job related.
13. Unreported absence of three (3) or more days.
14. Altering or otherwise falsifying a physician's certificate or other signed statement regarding leave authorization to work.
15. If an employee abuses sick leave in a pattern, per examples noted in the paragraphs below under definitions, the Department Head may reasonably suspect Pattern Abuse. If Pattern Abuse is suspected, the Highway Superintendent or his designee will notify the employee and Union in writing that Pattern Abuse is suspected. The notice will invite the employee to explain, rebut or refute the pattern abuse claim. A meeting, between the employee, Union and Highway Superintendent or his designee shall be held to determine if there is an actual abuse of sick leave.

#### PATTERN ABUSE DEFINITIONS

- (1) Before and/or after holidays
- (2) Before and/or after weekends or regular days off
- (3) After pay days
- (4) Any one specific day
- (5) Absence following overtime worked
- (6) Half days

#### **SECTION E DISCIPLINARY HEARING**

1. a. Whenever it is determined that an employee may be disciplined, a disciplinary hearing shall be scheduled.
- b. A disciplinary hearing shall not be required for disciplinary action in which suspension, termination or demotion is not proposed.
- c. No less than seventy-two (72) hours prior to this scheduled meeting with the employee, a written notice as the exact charges shall be submitted to the employee, with a copy to the Secretary of the Union.

- d. 1) The employee shall be entitled to Union representation.  
2) The Union shall have the right to be present at such meeting, provided such employee requests Union representation.
- e. In the event the issue is not resolved between the parties, disciplinary action may be commenced by service of notice upon the employee and the Secretary of the Union following such disciplinary hearing.
- f. The employee may appeal any such disciplinary action through the grievance procedure beginning at Step 3.
- 2. Disciplinary hearings shall be held during working hours of the employee's regular workday and with no loss of pay to the employee or witnesses by either party.
- 3. A disciplinary conference will be attended by the designee(s) of the Township.
- 4. At the disciplinary hearing, the law director of the Township or another appointed representative of the Township will ask the employee or his/her representative to respond to the allegations of misconduct, which were outlined to the employee.
- 5. The employee or his representatives may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred.
- 6. The designee(s) of the Township shall make available the names of witnesses, affidavits and other evidence to the employee and/or Union representative upon request no less than seventy-two (72) hours prior to the disciplinary conference. This does not preclude the introduction of additional witnesses, affidavits and other evidence discovered subsequently.
- 7. The employee or his representative will be permitted to confront and cross-examine witnesses.
- 8. A written report will be prepared by the designee(s) of the Township concluding as to whether or not the alleged conduct occurred.
- 9. A copy of this report will be provided to the employee and the Secretary of the Union within five (5) days following the hearing.
- 10. The designee(s) of the Township shall decide what discipline, if any is appropriate following receipt of the report of the hearing board.
- 11. The decision of the designee(s) of the Township may be appealed by filing a grievance at Step B of the Contract Dispute Settlement

Provision within five (5) working days of receipt of the order of discipline.

Article 30:      **CONTRACT DISPUTE SETTLEMENT**

Section A      Grievance Procedure

1. General Policy

- a. Each employee within the bargaining unit shall have the right to present his/her grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal.
- b. Each employee within the bargaining unit shall have the right to be represented by a Union representative at all stages of the Grievance Procedure.
- c. Each employee within the bargaining unit shall have the right to be represented by his/her attorney at all stages of the Grievance Procedure, except at Step. 1.
- d. It is the intent and purpose of the parties to this contract that all grievances shall be settled, if possible, at the lowest step of this procedure.

2. Definitions - For the purposes of this provision the terms are defined as follows:

- a. Grievance - A "grievance" shall be defined as and limited to a dispute or controversy arising from the misapplication of misinterpretation of the specific and express written provisions of this agreement.
- b. Grievant - A "grievant" shall be defined as any employee or groups of employees within the bargaining unit.
- c. Party in Interest - A "party in interest" shall be defined as any employee of the employer named in the grievance who is not a grievant.
- d. Days - A "day" as used in this procedure for computing time shall mean week days, excluding holidays, Saturdays and Sundays.

Requirements for Filing and Decisions - The following requirements shall apply to the administration of all grievances filed under this provision:

- a. 1) All grievances shall include the name and position of the grievant; the identity of the provisions of this agreement involved in the grievance; the time and place where the alleged events or

conditions giving rise to the grievance took place; the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.

- 2) The requirement does not apply at Step 1.
- b. 1) All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his/her representative, if any.
  - 2) This requirement does not apply at Step 1.
  - c. If a grievance affects a group of road department employees within the bargaining unit working in different locations, with different principals, or associated with an employer-wide controversy, it may be initially submitted at Step 3.
  - d. The grievant may choose a Union representative and/or his/her attorney to represent him/her at any step of the grievance procedure after Step 1.
  - e. 1) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void.
  - 2) If the employer fails to reply within the specified time limit, the grievance shall automatically be sustained in favor of the grievant.
  - 3) The time limits specified for either party may be extended only by written mutual agreement.
  - f. 1) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this contract.
  - 2) In the event that the grievance is adjusted without formal determination or submission pursuant to this provision, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the employer in future proceedings.
  - g. The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any

employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

- h. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this agreement.

4. Steps - All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step 1

A road department employee who believes he/she may have a grievance shall notify the Highway Superintendent of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Highway Superintendent will schedule an informal meeting with the road department employee within five (5) days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2

If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Highway Superintendent within five (5) days of the informal meeting or notification of the Highway Superintendent's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Highway Superintendent fails to give the road department employee an answer. The Highway Superintendent shall file his/her answer in writing within five (5) days of the filing of the dispute reduced to writing by the grievant and presented as a grievance to the Highway Superintendent.

Step 3

If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Township Trustees within seven (7) days of the date of the decision at Step 2.. Copies of the written decision shall be submitted with the appeal. The Township Trustees or their designee shall convene a hearing within fifteen (15) days of the receipt of the appeal. The hearing will be held with the grievant, his/her Utility Workers Union of America, AFL-CIO Local 561 and/or National Representative within fifteen (15) days from the date of the appeal. If the grievant is not satisfied with the decision at Step 3, he/she may proceed to arbitration.

Section B

Arbitration

- 1. a. In the event a grievance is unresolved or the decision rendered is unsatisfactory to the grievant after being processed through all three (3) steps of the Grievance Procedure, the grievant may submit the grievance to arbitration by making said request in writing within ten (10) days of the rendering of a decision at Step 3 of the grievance procedure, unless arbitration has been mutually waived.

- b. Within five (5) days of written submission of a request to proceed to arbitration, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will jointly and promptly request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators and will choose one by the alternative strike method.
2. Upon the selection of an arbitrator, an initial hearing date will be scheduled as soon as practical.
3. The hearing and/or subsequent hearings if the arbitrator choose to schedule same, shall be conducted pursuant to the policies and procedures of the Federal Mediation and Conciliation Service's Arbitration Services program, as they are set forth in Code of Federal Regulations Title 29, Chapter XII, Part 1404.
4.
  - a. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his/her regular hourly rate for all hours during which his/her attendance is required by either party.
  - b. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.
5. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this contract or to make any award that itself is contrary to law or violated any of the terms and conditions of this contract.
6.
  - a. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance at the arbitrating level. All other expenses shall be borne by the party incurring them.
  - b. Neither party shall be responsible for any of the expenses incurred by the other party.
7.
  - a. The arbitrator's decision and award shall be in writing and delivered within thirty (30) days from the date the record is closed.
  - b. The decision of the arbitrator shall be final and binding upon the parties, subject only to processes set forth for arbitration awards in Ohio Revised Code § 2711.09, 2711.10, 2711.11, 2711.12, 2711.13, 2711.14 and 2711.15. Pursuant to the authority of Ohio Revised Code § 2711.16, exclusive jurisdiction for said confirmation, modification, or vacation processes for arbitration awards shall lie with the Stark County Court of Common Pleas.

Article 31:     **WAIVER IN EMERGENCY**

Section A     In case(s) of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Stark County Commissioners, the Stark County Sheriff, the Federal or State Legislature, in the event(s) such as Acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

1. Time limits for the Plain Township Board of Trustees or the Union's replies on grievances; and
2. All work rules and/or agreements and practices relating to the assignment of all employees.

Section B     Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of this Agreement and shall proceed from the point in the Grievance Procedure to which they (the grievance(s) had properly progressed.

Article 32:     **NO STRIKE/NO LOCKOUT**

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Township and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Plain Township. Therefore:

Section A     The Union agrees that neither it, its officers, agents, representatives, or members of the bargaining unit will, directly or indirectly, authorize, sanction, instigate, cause, aid, finance, participate in or assist in any way in any strike, slowdown, walkout, or any other cessation or reduction of work, which affects the Township's delivery of services or the operations of its Road Department. However, if any bargaining unit member feels threatened by an economic picket line, it shall be the responsibility of the Township to provide, within its ability to do so, safe ingress or egress in the delivery of services or the operation of its Road Department.

Section B     The Union shall undertake every reasonable means to notify all employees in the bargaining unit that any strike, slowdown, walkout, or any other cessation or reduction of work, is unlawful and not sanctioned by the Union, and the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above.

Section C It is specifically understood and agreed that the Township, during the first twenty-four (24) hour period of any strike, slowdown, walkout, or any other cessation or reduction of work by bargaining unit members, shall have the whole and complete right of discipline, short of discharge (unless there has been a prior violation of this provision). After the first twenty-four (24) hour period of such stoppage and, if such stoppage continues, the Township shall have the sole and complete right to immediately discharge any bargaining unit members participating in any unauthorized strike, slowdown, walkout, or any other cessation or reduction of work by this bargaining unit. These foregoing enumerated rights and powers of the Township are in addition to those conferred by Ohio Revised Code § 4117.15 and other legal alternatives or recourse which are already vested with the Township.

Section D The Township agrees that neither it, its officer, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout or otherwise prevent members of the bargaining unit from performing their regularly assigned units.

Section E This provision is EXCEPTED from the Acceptance and Duration of Agreement Provision, Section E(3). **THIS PROVISION DOES NOT EXTEND BEYOND THE EXPIRATION DATE OF THE AGREEMENT PENDING AGREEMENT ON A NEW AGREEMENT OR FOR ANY OTHER REASON.**

Article 33: **PREEMPTION AND SEVERABILITY**

Section A This contract can be preempted by and is subject to:

1. Any and all applicable Federal Laws and Laws of the State of Ohio;
2. Any and all rules or regulations enacted by a Federal or State Official(s) or Agency(s) having authority to enact rules and regulations;
3. Any and all decisions made by a Federal or State Official(s) or Agency(s) having the authority to make decisions interpreting and/or applying applicable Federal Laws or Laws of the State of Ohio in cases which Plain Township is a party or is directly affected.
4. Any and all judicial decisions made by a Court of competent jurisdiction interpreting a Federal Law(s) or Law(s) of the State of Ohio, or a rule(s), regulation or regulations enacted or amended pursuant to a Federal Law(s) or Law(s) of the State of Ohio by a Federal or State Official(s) or Agency(s) having the authority to do so, or this contract;

5. Any other authority, law, regulation, rule, or decision which controls the Plain Township Board of Trustees and/or UNION.

**Section B** In the event that any provision or provisions of this contract are contrary to or found to be in contravention of:

1. Federal Law(s) or Law(s) of the State of Ohio by the enactment of or amendment to any Federal Law(s) or Law(s) of the State of Ohio;
2. A rule or rules, or a regulation(s) enacted or amended pursuant to Federal Law(s) or Law(s) of the State of Ohio by a Federal or State Official(s) or Agency(s) having the authority to do so;
3. An interpretation or decision construing Federal Laws or the Law(s) of the State of Ohio or rules or regulations enacted thereunder, by Federal or State Official(s) or Agency(s) having the authority to do so in cases which Plain Township is a party or is directly affected.
4. A final judgement and/or decision of a Court having competent jurisdiction, from which final judgement and/or decision no appeal is pending nor has an appeal been taken within the prescribed time provided by law;
5. Similar action or change effected by any other authority, law, regulation, rule or decision which controls the Plain Township Board of Trustees and/or the UNION;

such provision(s) shall be rendered void, invalid, and unenforceable.

However, the remaining unaffected provisions of the contract shall not be altered or rendered void, invalid, and unenforceable by any of the foregoing events, and the remaining

unaffected provisions shall remain in full force and effect, as if such void, invalid, and unenforceable provision had not been included herein.

#### Article 34: **ACCEPTANCE AND DURATION OF AGREEMENT**

**Section A** This agreement shall be effective as of 12:01 a.m., April 1, 2021, and shall remain in full force and effect until March 31, 2024, at 12:00 a.m. (Midnight).

**Section B** This agreement abrogates and renders void all prior inconsistent or duplicative resolutions or policies adopted by the Plain Township Board of Trustees insofar as they apply to members of the bargaining unit.

Section C The Township and the Union acknowledge that during the negotiations which preceded this agreement, each had the unlimited right and opportunity to appropriate for collective bargaining as defined by Ohio Revised Code § 4117 etc. and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the agreement. Therefore, the Township and the Union, for the life of this agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or which could have been covered in this agreement, even though such subject matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this agreement.

Section D It is expressly agreed between the Township and the Union that neither party shall be bound by any past practices which existed prior to the execution of this Collective Bargaining Agreement. For any past practice to be continued in effect, its terms and conditions must be set forth within the express terms of this agreement.

- Section E
1. The parties agree that commencing not later than \_\_\_\_\_ they will undertake informal negotiations for a new agreement for a succeeding period.
  2. a. The Township or the Union shall give formal written notice of their intent to negotiate a succeeding agreement no earlier than \_\_\_\_\_ and no later than sixty (60) calendar days prior to the expiration date of this agreement, and fulfill all other requirements of Ohio Revised Code § 4117.14(B)(1).
    - b. Such notice shall be certified mail with return receipt.
  3. In the event negotiations extend beyond the expiration date of this agreement, the terms and provisions of this agreement shall remain in full force and effect pending agreement on a new agreement.

Signatures:

Plain Township Board of Trustees

S. Hano

Date 3/23/21


Bruce A. Harless

Date 2021 March 23

John H. Loebe

Date 03/23/2021

Utility Workers Union of America, AFL-CIO, Local 561



Date 3-23-2021



Date 3-23-2021



Date 3-22-2021



Date 3-22-2021

Rich Cossell

UWUA National Representative