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BUTLER TOWNSHIP BOARD OF TRUSTEES

AND

TEAMSTERS LOCAL UNION NO 957
CENTRAL ADMINISTRATIVE OFFICE

COLLECTIVE BARGAINING AGREEMENT

EFFECTIVE DATES

7/1/2022 through 6/30/2025



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Article 1: General Provisions

Section 1.1 - Cooperation

The Employer, the Union, and each employee covered by this agreement will cooperate fully to serve the Citizens of Butler Township and the public in general, and will use their best efforts to assure the proper and uninterrupted functions of the Central Administrative Office and to promote mutual respect and fair dealing among themselves.

Section 1.2 - Application

The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. Term "employees" where used herein, without otherwise being qualified or described, refers to all employees in the bargaining unit.

Article 2: Recognition and Coverage

Section 2.1 - Recognition

The Employer recognizes the Union as the exclusive bargaining representative in all matters pertaining to wages, terms and other conditions of employment during the term of this Agreement, and any continuation or modification thereof, for all fulltime and regular part-time employees of the Employer in the Butler Township Central Administrative Office as set forth in the certification issued by the State Employment Relations Board in Case No. 2016-MED-06-0634 as amended, which employees are:

Included: All full-time and regular part-time, for purposes of this Article regular part-time includes those employees that receive sick and vacation leave benefits, administrative employees of Butler Township Central Administrative Office, performing duties of payroll administration, accounting and billing clerk, including Assistant to the Administrator, Financial Assistant, Customer Service Specialist, and Administrative Services Assistant.

Excluded: All management-level employees, confidential employees, supervisors, seasonal or casual employees and all other employees excluded by the Code.

Section 2.2 - Bargaining Unit

The Union will not seek to include in the bargaining unit any person except from the definition of "Public Employee" under Chapter 4117 of the Ohio Revised Code nor will it seek to apply this Agreement to other individuals employed by Butler Township.

Section 2.3 - Dues Check-Off

The plan of voluntary dues deduction authorized by ORC Section 4117.09 (B) (2), will operate as follows: Bi-weekly, the Employer shall deduct at its cost to the Union from the wages and turn over to the proper officers of the Union, the union dues of the Union, the union dues of such employees in the bargaining unit who are members of the Union as shall indicate individually, and voluntarily certify in writing, that they authorized such deduction. Members of the bargaining unit agree that they will give written notice of intent to revoke the checking off of their dues. Said notice must be given by the member of the Union to the Employer. The Employer shall give notice to the Union within ten (10) days of receipt of the revocation request. It is understood that thirty (30) days will be required to affect any such revocation.

Section 2.4 - Indemnity

The Union agrees to indemnify and hold harmless the Employer against any liability whatsoever in connection with the operation of Section 2.3 of this Article.

Section 2.5 - New Hires

The Employer will notify the Union of all new hires, within the Central Administrative Office bargaining unit, within ten (10) days after their commencement of employment, furnishing the Union with the new employee's name, social security number, mailing address and the position for which the employee was hired. The Employer will notify the Union within ten (10) days after commencement of employment that it has hired "seasonal" or "casual" employees as defined by Chapter 4117 of the Ohio Rev. Code. The procedure for using "seasonal" or "casual" employees may be continued as used in previous years.

Section 2.6 - DRIVE

The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his paycheck. The phrase "weeks worked" excludes any work other than a week in which the employee earned a wage. The Employer will transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the payroll deduction plan.

Article 3: Management Rights/Management Employee Relations

Section 3.1

The Union recognizes the right and authority of the Employer to administer the business of the Central Administrative Office unless provided to the contrary or modified by the provisions of this Agreement. In addition to other functions and responsibilities which are required by law, the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of the department, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include but are not limited to the following:

- Section 3.11** To manage and direct its employees, including the right to hire, promote, transfer, assign, evaluate, layoff (for lack of work, lack of funds or due to a job abolishment), and recall or to discharge or discipline for just cause;
- Section 3.12** To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- Section 3.13** To determine the department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- Section 3.14** To determine the size and composition of the work force in the Employer's organizational structure;
- Section 3.15** To determine the hours of work and work schedules required to most efficiently operate;
- Section 3.16** To determine whether a job vacancy is to be filled, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- Section 3.17** To determine the necessity to schedule overtime and the amount required thereof;
- Section 3.18** To maintain the security of records and other important information;
- Section 3.19** To determine the overall budget;
- Section 3.110** To maintain and improve the efficiency and effectiveness of the employer's operations; and

Section 3.111 To determine and implement necessary actions in emergency situations.

Section 3.2

The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the exclusive function of the Employer.

Section 3.3

To the extent that the above rights are limited by the express terms of this Agreement, any exercise of these rights which are in violation of such express terms are subject to the grievance arbitration procedure.

Section 3.4

The parties agree that the principle of a fair day's pay shall be observed at all times and employees shall perform their duties in a manner that best represents the Employer's interest. The Employer shall not in any way intimidate, or harass any employee in the performance of his or her duties. The Employer will treat employees with dignity and respect at all times. Employees will also treat each other as well as the Employer with dignity and respect.

Article 4: Work Rules

Section 4.1

The Employer shall have the right to, in connection with its function of maintaining discipline and directing the work force, publish, and from time to time amend, reasonable rules of employee conduct, which shall be subject to the grievance procedure.

Article 5: Representation

Section 5.1 - Right of Access

An authorized non-employee representative of the Union, after notifying a representative of the Employer, designated by it for such purpose, may consult with employees in the assembly area before the start of and at the completion of the day's work, and in addition shall be permit access to work areas at all reasonable times with the Employer's prior consent for the purposes of adjusting grievances and assisting in the settlement of disputes. This privilege is extended subject to the understanding that work assignments are not, in fact, interfered with.

Section 5.2 - Stewards

The Employer recognizes that the Union will select a reasonable number of Stewards and Alternates in the Central Administrative Office and their authority shall be limited to, and shall not exceed, the following duties and activities:

Section 5.21 the investigation, presentation and settlement of grievances in accordance with the provisions of this Agreement, it being understood by the parties that reasonable amounts of time spent in such activity shall not cause a Steward loss of pay;

Section 5.21 The collection of dues when authorized by appropriate Union action; and

Section 5.22 The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information have been reduced to writing.

Section 5.23 The Union shall notify the Employer of the Stewards and Alternates selected. The jurisdiction area of each Steward will be jointly established. Stewards shall be recognized as the representatives of all members of the bargaining unit for all purposes of this Agreement. Stewards will be subject to the same rules rates and working conditions as other employees.

Section 5.3 - Union Business

Union members and officers shall not conduct any Union activity or Union business on Employer paid time or Employer's premises or at a job site away from the Employer's premises without the Employer's prior consent.

Article 6: Union Representation

Section 6.1

In the event the Employer intends to discipline, investigate or take any other action which may affect an employee's job security or any other term or condition of his employment and in connection therewith, holds an interview with an employee, the Employer shall first advise the employee of his right to be accompanied by a Union representative during the interview. No Employee shall be required to meet with any representative of management without Union representation once such representation has been requested, unless a bona fide emergency exists or Union representative is not available within a reasonable period of time.

Article 7: Personnel Files

Section 7.1

Each employee may inspect his personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. An employee shall be entitled to have a representative of his choice accompany him during such review.

Section 7.2

If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in his file. No anonymous material of any type shall be included in the employee's personnel file.

Section 7.3

Records of oral warnings, written warnings and reprimands shall cease to have force and effect one year from the date of issuance and shall, upon request of the employee, be removed from the personnel file, provided no intervening discipline of a similar nature has occurred. Any record of more severe discipline shall cease to have force and effect two years from the date of issuance and upon the request of the employee be removed after 2 years from the personnel file provided no intervening discipline has occurred.

Section 7.4

The following items shall not be considered public information, available upon request to the Employer, from an employee's personnel file: employee's familial information, address, bank account, social security numbers, and personal medical information. All other documents in the personnel file shall be considered public records subject to disclosure under O.R.C. §149.43.

Article 8: Performance Evaluation

Section 8.1

The Employer utilizes annual written performance evaluation for employees. The employee's immediate supervisor will prepare the evaluation. The supervisor will then meet with the Employee and review the completed evaluation. The employee shall receive a copy of the final evaluation form. One copy of the form shall be signed by the employee to acknowledge receipt of the form's inclusion in the personnel file.

Section 8.2

If the employee disagrees with any part of the final written evaluation, it is the employee's right to attach written comments which the employee feels will clarify the issue in question. The employee's comments shall be stapled to the evaluation form and

must be received by the Township Administrator within 30 days of the employee's receipt of the final written evaluation.

Article 9: Discipline and Hearing Clause

Section 9.1

The Employers may not suspend, discharge, or otherwise discipline employees except for just cause. Written disciplinary notices shall be given to an employee within seven (7) working days after the Employer completes its investigation of an incident coming to the attention of the Employer and holds a pre-disciplinary hearing in accordance with Section 9.2, if applicable. The Employer shall complete the disciplinary investigation within 45 days after being made aware of an issue involving an employee. Disciplinary notices in employees' files shall remain in effect as set forth in Article VII Personnel Files.

Section 9.2

In addition to the normal grievance procedure outlined in the contract, a hearing must be held between the Union, the steward, the affected employee, and the Employer before any employee is discharged. Both the Employer and the Union shall make an authorized representative available within a reasonably prompt period of time. Any agreement reached by the parties at such hearing shall be final and binding on the Union, the employee, and the Employer and shall not be subject to the grievance or arbitration process.

Article 10: Grievances

Section 10.1 - Definition

A grievance is defined as a difference dispute or complaint between the Union and the Employer or between the employees covered herein and the Employer over the interpretation or application of the contents of this Agreement. An honest and earnest effort will be made to settle grievances informally before resort to the following steps and procedures. All grievances shall be in writing on forms provided by the Union, and shall set forth the article or section of the Agreement alleged to have been violated.

Section 10.2 - Procedure

All grievances shall be promptly taken up. To be considered, a grievance must be filed at the first step within fourteen (14) days of its occurrence. When an employee first becomes aware (or in the exercise of reasonable diligence should have become aware) of the occurrence of a non-disciplinary grievance, the grievance may be filed fourteen (14) working days of such time. It is understood that the grievant may be present at all steps of the grievance procedure. The grievance shall be taken to the immediate supervisor and the initiating steward may be present.

Section 10.21 - Step 1 The grievance shall be taken up with the employee's immediate supervisor or the Township Administrator. Upon request of either party, the steward shall be present.

Section 10.22 - Step 2 If the grievance has not been adjusted at Step 1, it may be appealed in writing-by the chief steward to a meeting between the initiating steward and the Butler Township Administrator. This meeting shall be mutually scheduled by the business agent and the Township Administrator within three (3) working days after the filing of the appeal and held within seven (7) working days after the filing of the appeal. Such appeal should be submitted within seven (7) calendar days of the answer of the immediate supervisor in Step 1. The Township Administrator shall issue his/her decision within five (5) working days of the Step 2 meeting.

Section 10.23 - Step 3 If the issue has not been satisfactorily disposed of, the parties may agree to mediate the issue, in either of two ways;

- A. Within ten (10) calendar days of receipt of the response from the Township Administrator at Step 2, the grievant may request a meeting with the Board of Trustees. A meeting shall be had within ten (10) calendar days of the request for such meeting.
- B. Within ten (10) calendar days of receipt of the response from the Township Administrator at Step 2, the parties may agree to request the services of the local FMCS mediator. In the event the parties agree to mediate the issue, they shall immediately jointly request the mediator's services and schedule the mediation as soon as practicable. The costs of the services of the mediator, if any, shall be borne equally by the Employer and the Union.

If the parties in good faith engage in mediation but the issue remains unsolved or if the FMCS mediator refuses to mediate the issue, the matter may be submitted to arbitration within ten (10) calendar days of the meeting or refusal as set forth in Step 4 below.

Section 10.24 - Step 4

If a grievance which involves the application or interpretation of provisions of this Agreement, continues to be unresolved, the grievance may be appealed to arbitration within ten (10) calendar days of the Township Administrator's Step 2 answer where there is no joint agreement to mediate. Upon appeal, the Employer and the union shall jointly select an arbitrator from a list provided by the Federal Mediation and Conciliation Service. The cost of the services

of the arbitrator shall be borne equally by the Employer and the Union.

Section 10.25

The Arbitrator will act in a judicial, not legislative, capacity and will have no right to recommend or amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. They will only consider and make a decision with respect to specific issues submitted and will have no authority to make a decision on any issue not submitted. Additionally, two or more grievances may not be joined or consolidated for hearing except upon agreement of the Union and the Township Administrator.

Section 10.26

In the event the arbitrator finds a violation of the terms of this Agreement, they will fashion an appropriate remedy. The arbitrator will submit, in writing, their decision following the close of the hearing, unless the parties agree to a written time extension. The arbitrator's decision will be final and binding upon the Union, the Employer, and the grievant.

Section 10.27

The fees and expenses of the arbitrator will be divided equally between the Board and the Union. In all cases, each party will be responsible for compensating its own representatives and non-employee witnesses.

Section 10.28

If either party withdraws the grievance after a request for arbitration, that party will be responsible for paying all fees relating to the cancellation including administrative fees, and fees billed by the arbitrator.

Section 10.29

Any time limit established in the grievance procedure may be extended by mutual agreement between the Employer and the Union provided the extension is reduced to writing and the period of extension is specific.

Article 11: No Strike/No Lockout

Section 11.1 Rights

Neither the Union nor any employee shall take part in, cause, or aid any strike, sympathy strike, slowdown, picketing, or any other interference with the operations of the Employer during the term of this Agreement. In addition to other rights and remedies prescribed by law, the Employer shall be the right to discharge, demote, suspend, or otherwise discipline any employee violating this Article. The Employer agrees there shall be no lockout of the employees during the term of this Agreement.

Section 11.2 - Violation

Any violation of this Article by an employee or employees shall constitute cause for discharge of the employee or employees who participate therein, provided such discharge or suspension is in accordance with Ohio Rev. Code 4117.23.

Section 11.3 - Union Must Stop Violation

In the event of any violation of this Article, the Union will immediately take whatever steps are necessary to attempt to terminate said strike, slowdown, sit-down, work stoppage or other concerted activities which interrupt production, or picketing in violation of the Agreement.

Article 12: Bulletin Boards

Section 12.1

The Employer agrees to furnish the Union bulletin board space to be used by the Union for the posting of notices and bulletins relating to official Union business. All items so posted will bear the signature of an official of the Union. No items posted thereon shall contain material of a derogatory or defamatory nature nor shall it be used for posting of political material. The location of said bulletin board space shall be designated by the Employer.

Article 13: Drug Free Workplace (Safety & Health)

Section 13.1

The Employer and the Union agree that safety and health of all employees are matters of the highest importance and each will cooperate in an effort to prevent injury.

Section 13.11

The Union agrees that careful observance of safe working practices and Employer's safety rules is a primary duty of all employees. The Employer agrees that there will be uniform enforcement of such rules among employees similarly situated within the bargaining unit and among said employees said rules shall be enforced without discrimination. Violation of Employer safety rules subject the offending employee to disciplinary action.

Section 13.2 - Medical Examination in Interest of Health and Safety

If the Employer has reasonable cause to believe that an employee is mentally or physically unable to perform his required duties, it may require the employee to submit to an examination to determine their physical or mental capacity to perform their required duties, which exam will be scheduled at the earliest available date and time. The Employer shall bear the cost of such exam. If the determination discloses that the employee's condition jeopardizes their health or safety or that of other employees, or

their job performance, the Employer may relieve the employee from active employment.

Section 13.21 If the examination determines that the employee is unable to perform their required duties or that their condition jeopardizes their or others' health and safety, the employee may be placed on sick leave after certification from the Employer's doctor.

Section 13.22 If the employee disagrees with the results of a mental or physical examination, they may, at their own expense, obtain an examination and opinion from their own personal physician and if the results of the examination and/or opinion differ, the respective physicians shall select a third physician who shall examine the employee and render the final decision which shall be binding on both parties. The expense of the third physician shall be equally divided between the Employee and the Employer.

Section 13.3 - Distribution of Drug Free Work-Place Article

All bargaining unit members will receive a copy of the Township's Drug Free Work-Place Statement, Drug Free Work-Place Article and Drug Testing Article and will be required to sign for receipt of those copies, in which a copy of the signed article will become a permanent part of the employee's personnel file.

Section 13.31

All bargaining unit members will be given notice that the Township reserves the right to order employees to submit to random testing as well as testing upon reasonable suspicion and post-accident testing, in accordance with this article of the collective bargaining agreement.

Article 14: Seniority

Section 14.1

Seniority, as that term is used in this Agreement, is defined as an employee's continuous service with the Central Administrative Office as a full-time regular employee to be computed from the employee's last date of hire. Absent a specific grant in this Agreement, the retention of seniority during layoff or leave of absence does not automatically entitle an employee to receive benefit proved to those on the active payroll:

Section 14.2

An employee's seniority shall cease and his employment terminated upon any of the following:

Section 14.21 Resignation or "Quit";

Section 14.22 Termination which is not modified or reversed through grievance or arbitration;

Section 14.23 Retirement (Years of service and/or retirement disability);

Section 14.24 Layoff in excess of thirty-six (36) months;

Section 14.25 Absence from work (resulting from Township work-related injury or illness compensated by worker's compensation) in excess of twelve (12) months provided however, that the period will be extended for an additional three (3) months provided a physician mutually agreed upon by the Employer and Union states that in his opinion the employee will return to work within said three (3) month period; and

Section 14.26 Absence from work (resulting from non-Township work related injury or illness or FMLA approved reason) in excess of retained sick leave or twelve (12) weeks whichever is longer.

Section 14.3

The retention of seniority shall not entitle an employee to any specific benefits or the continued accrual of additional seniority unless specifically set forth in other provisions of this Agreement.

Section 14.4

Employees shall continue to be eligible for health insurance coverage as follows:

Section 14.41 After resignation or quit as determined by COBRA;

Section 14.42 During layoff for a period of two (2) months after which as determined by COBRA;

Section 14.43 During military leave in excess of 31 days — as determined by COBRA and USERRA;

Section 14.44 During absence from work (resulting from Township work-related injury or illness compensated by worker's compensation) as long as the bargaining unit employee is being compensated by BWC; and

Section 14.45 Absence from work (resulting from non-Township work related injury or illness or FMLA approved reason) for a maximum of retained sick leave or twelve (12) weeks, whichever is longer.

Section 14.5

Notwithstanding the restriction of Article 15, in cases involving serious illness or injury, the Board of Trustees may, in their discretion, extend retention of seniority and eligibility for health insurance. Factors which may be considered include the employee's work record, attendance, amount of retained sick leave and potential for recovery and return to work.

Section 14.6

Full-time employees who are entitled to accrue sick leave may donate a portion of their accrued sick leave to another full-time employee who is also eligible to accrue sick leave. Following are conditions necessary for such a transfer to be approved:

Section 14.61 The Township Administrator must approve the transfer, which shall not be unreasonably denied;

Section 14.62 The employee receiving the sick leave must be off duty, have exhausted all accrued leave and must have a prognosis and stated intent to return to work after recovery from the injury or illness;

Section 14.63 The employee donating the leave must have a balance of more than 240 hours of accrued sick leave after the transfer and may not donate less than eight (8) or more than 40 hours to any one employee;

Article 15: Layoff/Recall and Promotions

Section 15.1

In case any long-term layoff of bargaining unit employees is anticipated, the Employer shall notify the Union of the impending layoff. The Employer and the Union shall meet to discuss possible alternative and the impact of the layoff on bargaining unit employees.

Section 15.2

Affected employees shall receive notice of any long-term layoff (lasting six (6) days or more) thirty (30) calendar days prior to the effective date of the layoff. Employees will be notified of the Employer's decision of implement any temporary layoff, lasting five (5) days or less, thirty (30) calendar days prior to the effective date of the layoff.

Section 15.3

The Employer shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classifications. Employees shall be laid off within each classification by inverse order of seniority, beginning with:

Section 15.31 Temporary employees;

Section 15.32 Probationary employees;

Section 15.33 Permanent part-time employees; and Section 15.34 Full-time regular employees.

Section 15.4

Any employee receiving notice of long-term layoff shall have five (5) days following receipt in which to exercise his right to bump any less senior employee, within the same classification or within any classifications, provided the more senior employee possesses the immediate skill, ability and qualifications to perform the work. Any employee who is bumped from his position shall be five (5) days in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability and qualifications to bump another employee, shall be laid off and placed on a recall list. An employee may only exercise his bumping rights once during any layoff affecting his position. The employee exercising bumping rights to bump to a lower position shall be paid at the low positions rate.

Section 15.5

When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall employees from layoff within each classification as needed. The Employers shall recall such employees according to seniority, beginning with the most senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of thirty-six (36) months after the effective date of the layoff.

Section 15.6

No new bargaining unit employees shall be hired while qualified employees with seniority are in layoff status.

Section 15.7

Notice of recall from a long-term layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided to the employer by the employee.

Section 15.8

The employee recalled from long-term layoff shall be five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have seven (7) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 15.9

The parties agree that all appointments to entry level or promotional positions covered by this agreement shall be filled in accordance with the Article provided, however, that nothing contained herein shall be deemed to prevent the Employer from leaving positions vacant on a short or long term basis filling them by temporary transfer to be paid at the job rate if higher than employee's current rate, provided the vacancy is of a permanent nature or is caused by the scheduled absence of an employee of greater than one (1) day.

Section 15.10

All regular full-time entry level promotional positions which become available shall be posted on all official bulletin boards for a period of ten (10) consecutive working days. These postings will include the position description, the pay scale, and the number of vacancies to be filled, the procedure for selecting the employee to be promoted including any applications for the position. Only those employees who meet the "Minimum Qualifications" contained within the position vacancy announcement shall be eligible to apply. If there are no qualified applicants for the internal promotion to a vacant position, the Board will fill the position in accordance with Township Policy.

Article 16: Probationary Period

Section 16.1

New employees shall serve a probationary period of twelve (12) months subject to the Employer's then existing probationary requirements. An employee shall be entitled, during his probationary period, to the processing of grievances which only concern matters not related to discipline or job performance. Employees serving an original probationary period in the bargaining unit may be dismissed with or without cause, and shall not have access to the grievance procedure for such dismissal.

Article 17: Hours of Work

Section 17.1 - Standard Work Week

The Butler Township Central Administrative Office standard work week consists of seven days and begins at 12:01 AM on Sunday and ends at midnight on Saturday. During the standard work week, employees will normally be scheduled to work eight hours per day, Monday through Friday, with a 1/2 hour unpaid and 1/2 hour paid for lunch).

Section 17.11 – Flex Time

With advanced notice and the approval of the Township Administrator, employees may be permitted to flex their daily shift, in order to accommodate personal appointments or special work assignments. If flex time is approved, it is expected that the time is made up 1 hour prior to or 1 hour following the employee's regular shift.

Section 17.2 - Overtime

Overtime at the rate of time and 1/2 for all hours worked in excess of 40 hours per week or eight hours per work day will be scheduled and approved only in emergency situations and for infrequent non-routine projects or work. Overtime may be scheduled only when authorized by the Employer. Payment for overtime shall not be pyramided. Overtime shall be distributed as equitably as possible.

Article 18: Holidays and Vacation

Section 18.1 - Holidays

Holidays are consistent with the observance by Butler Township holidays for its full-time personnel, all full-time employees covered herein shall be entitled to the following paid holidays:

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

Section 18.2

Any employee scheduled to work on a holiday shall receive their holiday pay plus 1-1/2 times their regular pay for hours worked. Holidays which fall on Saturday will be observed on the preceding Friday.

Holidays which fall on Sunday will be observed on the following Monday.

Section 18.3 - Accrual of Vacation

Only full-time employees accrue vacation leave. Vacation leave accrued is based on the employment anniversary date with Butler Township. Vacation leave is accrued starting at the time of employment; however, an employee is not entitled to use or be compensated for unused vacation leave accrued until after six (6) months of employment. Vacation leave is not earned during periods of time in which the employee is in a non-pay status.

Section 18.4

Full-time employees shall be entitled to the following paid vacations:

Completed Year(s) of Service	Hours accrued per pay period	Vacation Hours Accrued
1 year	1.54 hours	40 hours
2 to 4 years	3.08 hours	80 hours
5 to 13 years	4.62 hours	120 hours
14 to 19 years	6.15 hours	160 hours
20 or more years	7.69 hours	200 hours

Section 18.5 - Accumulation of Vacation

Vacation leave may be accrued up to a maximum of the amounts in the table above. Vacation leave accrued in excess of the table above must be taken before any additional vacation may be accrued. In the event that scheduling requirements of the Department prevent an employee from using vacation within an anniversary year said employee shall be entitled to carry over said excess vacation to the following year with approval from the Township Administrator. All accumulated amounts in excess of the carry over limit must be used before December 31 or be forfeited. (Example: if your anniversary date is May 31st and the employee has one (1) more week to use and did not use before that May 31st anniversary date, then the employee shall be permitted to carryover that week past May 31st but then must use it before December 31st of that same year.)

Section 18.6 - Approved Use of Vacation

Employees shall be allowed time off for vacation as determined by the Employer, however, the wishes of employees will be taken into consideration when the efficient operation of the Department permits.

Section 18.7 - Conversion of Vacation Upon Termination of Employment

Unused accrued vacation leave shall be paid as terminal pay to employees who have provided at least one (1) year of continuous service with Butler Township and provided at least two weeks of notice of such termination. Employees may not use vacation days once they have provided notice of resignation. In event of an employee's death, unused accrued vacation leave

shall be paid to the next of kin, beneficiary or to the estate.

Section 18.71 - Vacation Leave Buy Back

Under limited circumstances and with agreement of both the employee and Township Administrator, equivalent wages can be paid in lieu of taking vacation in excess of eighty (80) hours. If an employee is denied the use of their vacation time before it can be used, as described in Section 3 above, then the employee will be allowed to have the Township buy back no more than forty (40) hours of their vacation time by the end of the calendar year each year. Excessive leave occurrences non-FMLA related may be reviewed as a determining factor for payment of excess vacation time.

Section 18.8

Employees with prior Township service shall be given tenure reflecting prior service for calculating the rate of vacation accrual in accordance with Section 9.44 of the Ohio Revised Code.

Section 18.9 - Personal Days

Full-time bargaining unit employees including probationary full-time bargaining unit employees with more than thirty (30) days tenure from the date of their appointment shall receive two (2) personal days a year. Personal days must be requested within the calendar year (January 1 to December 15) that they are earned. Personal days not used by the end of the calendar year will be lost and not carried over to the next year or not eligible for buy back. Approved requested leave prior to December 15 must be used by December 31st.

Article 19: Sick Leave

Section 19.1 - Accrual of Sick Leave

Sick leave for full-time employees begins to accrue from the first day of employment and may be used when necessary any time during the period of employment. Sick leave is not earned during periods of time in which the employee is in a non-pay status. Workers' compensation shall be deemed a non-pay status.

Section 19.2 – Purpose

Sick leave is provided so that employees will not be seriously handicapped financially if unable to work for a reason qualifying for sick leave. Sick leave is not an entitlement to annual paid time off; it is for only the situations defined in this Article. Abuse of sick leave or dishonesty in connection with sick leave is just cause for discipline or discharge. Unpaid leave will be provided as required by FMLA. Paid leave will be provided

subject to the requirements of this Agreement.

Section 19.3 - Accumulation

The maximum amount of accrued but unused sick leave is two thousand eighty (2,080) hours.

Section 19.4 - Rate

Sick leave shall be earned and credited at a rate of 4.62 hours per pay period, including paid vacations and sick leave, but not during a leave of absence without pay, lay off, disciplinary suspension, or while in overtime status. This is equivalent to 15 days per year.

Section 19.5 - Conditions for Payment of Sick Leave

To be paid sick leave, an employee must meet the following conditions:

Section 19.51 The employee must be absent for one of the reasons defined in this Article. The Township may require a certificate from the employee's doctor to establish the employee's eligibility for the sick leave.

Section 19.52 The request for leave must be approved by the employee's Department Head on a Leave Request Form.

Section 19.6 - Repeated Use

Employees must provide a Physician's statement for sick leave absences of three (3) consecutive work days, or more than six (6) separate sick leave occurrences during a one (1) year calendar period, regardless of duration. Sick leave certified under FMLA leave will not count toward an occurrence.

Section 19.7 - Verification Approved Uses Sick leave may be used for:

- Incapacitating illness of the employee;
- Contagious diseases;
- Injury to the employee; or
- Pregnancy-related condition of the employee;

Section 19.71 Medical, psychological, dental or optical appointments (not to exceed four (4) hours unless excused by written permission of appropriate practitioner indicating the treatment rendered requiring employee to take off longer period.)

Section 19.72 Illness, injury or pregnancy (if spouse) related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member; and

Section 19.73 Examination listed in Section 20.75, subject to the same conditions for members of the employee's immediate family.

Section 19.8

For purposes of this Article, the definition of immediate family will be limited to spouse, child, parent, brother or sister.

Section 19.9 - Reporting Requirement

Employees are required to notify their immediate supervisor or other designated persons within thirty (30) minutes prior to their scheduled reporting time on the first day of absence unless emergency conditions make such reporting impossible.

Section 19.10 - Conversion

Employees taking retirement who are eligible under Public Employees Retirement System shall receive cash payments for up to seventy-five (75) days at full rate of pay and fifty (50) days at 50% of the employee's rate of pay, and balance of days at 25%.

Section 19.11 - Administrative Transfer to Vacation Leave

Employees who remain absent on sick leave beyond the number of accrued hours of sick leave will have their continued absence charged to available vacation leave unless they request otherwise.

Section 19.12

When sick leave is used, it shall be deducted from the employee's credit on a basis of one half (1/2) hour for every one half hour of absence from previously scheduled work.

Section 19.13 - Other Benefits

In the event an employee receives Workers Compensation benefits from a third-party employer to offset lost Butler Township wages during the period of his illness or injury, sick leave benefits will only be paid in such amount as is necessary to supplement the worker's Compensation benefits up to that amount that would have otherwise been earned at Butler Township had the employee not been off work due to the illness or injury.

Section 19.14 - Perfect Attendance

During each year of the contract, employees with perfect attendance (no sick leave absences or call-ins for any reason except vacation, holidays, personal leave, bereavement leave), for the first six (6) months of the contract year (July 1 – December 31), shall earn one (1) Personal Absence (PA) day and a \$500.00 Perfect Attendance Bonus, and for the second six (6) months of the contract year (January 1 – June 30), shall earn one (1) Personal Absence (PA) day and a \$500.00 Perfect Attendance Bonus.

In addition, \$500.00 shall be received in January, 2023, for those employees who used no sick leave, from January 1, 2022 through June 30, 2022.

Section 19.15 - Transfer of Personnel and Modified Duty

In the event an employee is permitted to return to work from Sick or Injury leave on a restricted activity basis and work is available, the Employer, at its option, may assign said employee to duties (Property; Records; Messenger; etc.) consistent with his capabilities for a period of thirty (30) days. Extensions of said time period shall be at the Employer's discretion.

Section 19.151 Said modified duty and payment received therefore shall be in lieu of lost earnings that could be received under Workers Compensation benefits but shall not be deemed to restrict in any manner the employee's entitlement to coverage for medical expenses, nor prohibit the employee's entitlement to pursue future claims arising from said injury or illness.

Article 20: Injury Leave

Section 20.1

Employees who are injured as a direct result of performing duties for the Township in the scope of their employment in the Administrative Office may qualify for injury leave for a maximum of eighteen (18) months. Injury leave will be considered non-pay status.

Section 20.2 - Use of Injury Leave

An employee who receives injury leave may use their accumulated sick leave days which shall be considered as compensation from the Employer for the time off work beginning when the employee is first absent from work and ending no later than when the employee actually receives Workers Compensation benefits or for twelve (12) weeks, whichever is earlier. The maximum amount of accumulated sick leave days that can be used must be exactly equal to the Workers Compensation benefits the employee is entitled to receive, however, only to the extent the employee has accumulated sick leave days. Employee use of accumulated sick leave days in this section is contingent upon the injured employee filing for benefits and having those benefits approved. If, for some reason, the Employer credits accumulated sick leave days to the employee and the Workers Compensation claim is not approved, the employee must reimburse the Employer for the amounts advance. In lieu of collecting Workers Compensation benefits, the Employer, at its sole discretion, may place the Employee on modified duty and/or wage continuation for the duration of the injury leave. Any assigned modified duty shall be within the limits prescribed by the Employee's attending physician.

Section 20.21

The Employer may require proof of either the employee's filing for Workers

Compensation or the Workers Compensation Bureau's certification of benefits prior to compensating the employee through the use of accumulated sick leave days off.

Section 20.3 - Mandatory Sick Leave Re-banking

Butler Township will require that a separate and mandatory Sick Leave Re-banking Agreement be signed by the employee requiring the employee to buy back and re-bank his accumulated sick leave days with the Township. Upon receipt of the first Workers Compensation benefit check, the employee shall assign the check to Butler Township to buy-back and re-bank the accumulated sick leave days used pursuant to this section. This provision is mandatory and no employee is allowed to use accumulated sick leave days without re-banking them upon receipt of the first benefits check.

Section 20.4

If the Employer has reasonable cause to believe that an employee is physically able to work, it may require the employee to submit to an examination to determine his physical capacity to return to work. The Employer shall bear the cost of such exam. The Employee shall advise the Employer monthly of his physical condition if off on Injury Leave

Section 20.5

Upon request, an employee on injury leave will provide a Progress Report from their physician to the Employer at intervals of no less than thirty (30) days.

Article 21: Leaves of Absence

Section 21.1 - Leave of Absence

An employee may be granted a leave of absence without pay and with no loss in seniority for a period not to exceed sixty (60) calendar days. Leaves of absence requests must be in writing and must demonstrate justification for approval of the request.

Section 21.12 The Administrator will not approve a leave of absence for an employee who is accepting employment outside the Township service.

Employees will not accrue sick time or vacation time during the time they are on unpaid leave of absence.

Section 21.13 The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various agency functions may proceed properly.

Section 21.2 - Family and Medical Leave

Section 21.21 Full-time Employees who have been employed with the Township for a period of at least 12 consecutive months and have worked at least 1,250 hours to qualify under applicable federal law shall be granted family and/or medical leave of absence, without pay, in accordance with the provisions of the Family Medical Leave Act (FMLA) which entitles an eligible employee to a maximum of 12 workweeks of unpaid leave during any 12 month period for (a) the birth and subsequent care of the employee's child; (b) placement of a child with the employee for adoption or foster care; (c) care for the employee's spouse, son, daughter or parent suffering from a serious health condition; and/or (d) a serious health condition that makes the employee unable to perform the functions of the position of employment; and/or (e) a military exigency. A longer period of covered service member leave may be available to a qualifying employee, up to a period of 26 weeks.

Section 21.22 The taking of such leave shall not result in the loss of any accrued employment benefits, health insurance coverage shall be maintained during the period of such leave on the same basis as if the employee was actively at work.

Section 21.23 An employee must use any accrued available paid leave as part of the 12 week period of leave to which an employee is entitled under the FMLA.

Section 21.24 Written requests for this purpose must be submitted to the Employer in a timely manner. If at all possible, the employee should attempt to give a thirty (30) day notice for planned leave such as birth of a child or medical procedure. Employees shall be required to follow the Township's guidelines as listed in the Policy and Procedure Manual.

Section 21.3 - Court Appearances

The employee will be compensated as if they have regularly worked during their forty (40) hour week where an employee is summoned for appearance as a witness by a court or other adjudicator, body to testify in matters before said judicial or administrative body. This does not apply to personal lawsuits or domestic relations cases in which the employee is a party. Further, employees will be compensated for all time spent in active jury duty, if the employee turns over compensation received to the Township for said jury duty. For this section to apply, employees must be considered in an active pay status. All other court matters that require the employee's attendance must be taken as vacation leave if they are not covered by the aforementioned.

Section 21.4 - Military Leave

An employee who enters military service and has re-employment rights under applicable federal and Regulations thereunder shall be considered on military leave of absence and shall retain and continue to accrue seniority during such leave of absence in accordance with the provisions of state and federal law.

Section 21.41 Returning service men and women shall have such re-employment or other rights as are guaranteed to them under any applicable state or federal law.

Section 21.42 Upon entering military service, an employee shall receive all his accrued vacation and/or all other monetary benefits to which he is entitled with the last paycheck prior to entering service.

Section 21.5 - Bereavement Leave

The employer shall grant an employee who suffers a death in their family paid bereavement leave, which will be deducted from the employee's accumulated sick leave hours, but noted as funeral leave. Funeral leave will not affect the perfect attendance bonus.

Section 21.51 Employees shall be granted up to a maximum of three (3) working days paid leave to attend the funeral, ceremony or memorial service of an immediate family member. These days may be taken beginning from the date of notification of death.

Section 21.52 Immediate family, for the purpose of this Section, is defined as the employee's current spouse, child, parent, step parent, guardian, brother, sister, grandparent, grandchild, or parents or current step parents of spouse, sister-in-law, brother-in-law, stepchild, stepmother, stepfather, stepbrother, stepsister, foster child, and domestic partner. Relatives and family members not specifically listed in this section are not considered immediate family.

Section 21.53 In the event of death of any other legal family member, the employee may be granted one (1) day of paid bereavement leave.

Section 21.54 The Employer may require written evidence of Employee's attendance at the funeral.

Section 21.55 The bereavement leave shall be granted for those days for which the employee is scheduled to work and must be within seven (7) calendar days of the death, if an extension is needed, this may be granted by the Administrator

Section 21.56 If additional time is needed to be taken, the employee shall be able to utilize any other accrued leave that they may have available, with the approval of the Township Administrator.

Section 21.57 Employees shall use the Leave Request Form to document bereavement leave.

Section 21.6 - Compensatory Time

Subject to all legal limitations, the employees of the Butler Township Administrative Office may elect to receive compensatory time in lieu of overtime pay for any overtime worked. Such compensatory time shall be granted at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. The employee is permitted to take comp time at any time during the year, subject to the approval of the Supervisor or Administrator, which approval shall not be unreasonably withheld. Further, employees are permitted to bank a maximum of forty (40) hours of compensatory time on a rolling calendar. Employees who have accrued forty (40) hours of compensatory time will automatically receive overtime pay for all hours of overtime over the forty (40) hour limitation.

Article 22: Insurance

Section 22.1

The Township will continue to provide insurance coverage for bargaining unit employees with the same coverage and benefits (medical, life, disability, etc.) as is provided to all non-represented township employees.

Section 22.11 The benefits provided in this Agreement will be provided through group coverage selected by the Employer. Employees will not pay more than a maximum share of thirteen percent (13%) in 2022, fourteen percent (14%) in 2023, fifteen percent (15%) in 2024, and fifteen percent (15%) in 2025.

Section 22.12 Each full-time employee who currently carries a plan other than single shall be offered an incentive to lower the cost of the health insurance monthly premium. For example, if an employee currently has a family plan and the spouse has the ability to obtain health insurance through their employer, then the Township will give an incentive for the employee to waive their spouse from the health insurance plan. The incentive will allow each employee who takes advantage of the plan to receive \$150 per month.

Section 22.13 If the coverage selected by the Employer has more than one cost tier, each full-time employee who currently carries any plan and the spouse has the ability to obtain health insurance through their employer for the entire family, then the Township will give an incentive for the employee to waive them and their family from the health insurance plan. The incentive will allow each employee who takes advantage of the plan to receive \$300 per month. If an employee waives coverage for their self and their spouse only (no children), then the township will give the employee \$250 per month.

Section 22.14 The Township may require an employee to pay 15% of the total premium for insurance coverage of the Employee’s spouse if the Employee’s spouse has the ability to get insurance through their employer, with the employer paying at least 75 percent (75%) of the monthly premium cost for a single plan, but does not do so.

Article 23: Health Care Committee

Section 23.1

The parties agree to form a Health Care Committee (HCC) prior to renewal of the current health care coverage, which will meet at least twice annually to review any and all issues associated with the health care coverage, plan benefits and costs associated with health care. The union shall designate one (1) member to serve on the Health Care Committee.

Section 23.11 The parties further agree that any and all issues regarding the formation and operation of the H.C.C. shall not be subject to the grievance process.

Section 23.12 Any and all recommendations from the H.C.C. shall be advisory and submitted to the Township Trustees for consideration.

Article 24: Wages

Section 24.1

All employees hired before January 1, 2019 will receive a percentage increase on their base hourly rate on the date indicated below:

<u>Year</u>	<u>Increase</u>	
2023	2.75%	January 1, 2023
2024	2.75%	January 1, 2024
2025	2.5%	January 1, 2025

Section 24.2

The following wage table will apply to vacant positions filled after January 1, 2019 within the bargaining unit. These positions include; Administrative Services Assistant, Assistant to the Administrator, Financial Assistant and Customer Service Specialist.

	Current	2.75 %	2.75 %	2.5 %
Step	01/01/2022	01/01/2023	01/01/2024	01/01/2025
Hire	16.00	16.44	16.89	17.31
1 Year	16.60	17.06	17.53	17.97
2 Year	16.81	17.27	17.74	18.18
3 Year	17.44	17.92	18.41	18.87
4 Year	17.49	17.97	18.46	18.92
5 Year	18.15	18.65	19.16	19.64

Section 24.3 - Lateral Entry

The Administrator may recommend to the Trustee's that a new employee be appointed to a vacant position within the bargaining unit, above the probationary pay level. A new employee starting above the entry level will be expected to have a comparable level of knowledge and skill of an employee at the pay grade at which the new employee is placed.

Article 25: Effect of Laws/Severability

Section 25.1

This Agreement is subject to all existing or future federal and state laws, rules and regulations and shall be interpreted whenever possible so as to comply fully with such laws and with any judicial decision interpreting them. In the event that any provision of this Agreement is found to be contrary to law by a court or other authority having jurisdiction, it shall be void, but the remainder of the Agreement shall remain in effect.

Section 25.2

The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable place and time to discuss alternative language on the same subject matter.

Article 26: Entire Agreement and Past Practice

Section 26.1

This Agreement represents the entire agreement between the parties and may not be modified except in writing signed by both parties hereto. In the event it is helpful to refer to past practice of the parties to assist in the interpretation of any ambiguity herein, it is mutually agreed that reference can be made to practices which may have occurred prior to the date of certification of the Union as the employees' bargaining representative.

Article 27: Non- Discrimination

Section 27.1 - All Parties to Abide by Applicable Laws

The Employer, the Union and each employee will cooperate fully to abide by all applicable laws and regulations prohibiting discrimination on account of race, nationality, disability, creed, sex, military service or age. The provisions of this Agreement shall in every case be interpreted so as not to conflict with such laws and regulations.

There shall be no discrimination, interference, restraint or coercion by the Employer against any employee because of membership in the Union; and the Union agrees not to intimidate, interfere with or coerce non-union employees of the Employer.

Article 28: Longevity Pay

Section 28.1 – Longevity

Employees hired prior to December 31, 1999, having more than 20 years of employment with Butler Township, as of December 31, 2019, will receive a grandfathered lump sum annual payment of \$500. This payment will be paid each calendar year in the month of December.

Article 29: Duration

This Agreement shall be effective from July 1, 2022 through June 30, ²⁰²⁵~~2023~~. If a new Agreement has not been entered into prior to that time, this Agreement shall continue in effect thereafter, until replaced or until notice of not less than sixty (60) calendar days is given by either party to other in writing.

Signed at the office of Butler Township Trustees, this 22nd day of September, 2022.

BUTLER TOWNSHIP BOARD OF TRUSTEES

BY: Erika Vogel Resolution No. 22-35
Erika Vogel
Township Administrator

TEAMSTERS LOCAL UNION NO. 957 CENTRAL ADMINISTRATIVE OFFICE

BY: Kenny Howard
Kenny Howard, President
Darrell Paschal
Darrell Paschal, Business Representative, Local 957
Angela Steck
Angela Steck, Steward
April Lay
April Lay, Alternate