

AGREEMENT BETWEEN
SYLVANIA TOWNSHIP BOARD OF TRUSTEES
and
TEAMSTERS, LOCAL NO. 20
Affiliated with

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS,
(Road Department)

Effective – January 1, 2014

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AGREEMENT

THIS AGREEMENT is made and entered into in the Township of Sylvania, County of Lucas, State of Ohio, by and between the SYLVANIA TOWNSHIP BOARD OF TRUSTEES (hereinafter referred to as the "Employer") and the TEAMSTERS, LOCAL N0. 20, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the "Union").

PREAMBLE

It is the general purpose of this Agreement to increase the efficiency of the Utility and Road Maintenance Department, to recognize the common interest in public service to the citizens of Sylvania Township, to achieve better understanding between the parties, and to provide for the peaceful settlement of any differences that may arise between the parties. The parties to this Agreement will cooperate fully to secure the advancement and achievement of the above purposes.

Neither the Employer nor the Union, in carrying out their obligations under this Agreement, shall discriminate in any manner whatsoever against any employee because of race, color, age, sex, political, union, or religious affiliation or nationality.

Wherever in this Agreement "man" or "him" or their related pronouns may appear, either as words or parts of words, they have been used for representative purposes and are meant to include both female and male sexes.

ARTICLE 1 MANAGEMENT RIGHTS

1.01 The Employer retains the sole right to manage its operations and direct the working force, including the right to determine the methods, means, and personnel by which the Employer's operations shall be conducted; to direct the schedule, shift and location of the work of employees; to maintain order and efficiency in its operations and facilities; to promulgate rules and regulations; and to hire, evaluate, lay off, assign and promote employees; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement.

1.02 The Employer retains the sole right to discipline, suspend and discharge employees for just cause, including violation of any of the terms of this Agreement, provided that in exercising this right it will not act in violation of this Agreement.

1.03 The above rights of management are not all-inclusive, but indicate the type of matters or rights, which belong to and are inherent in management. Any of the rights, powers and authority the Employer had prior to entering this collective bargaining agreement are retained by the Employer except as expressly and specifically abridged, deleted, granted, or modified by this Agreement.

1.04 The Employer shall not subcontract work customarily performed by the bargaining unit employees unless: (1) adequate existing equipment and/or other facilities are not available to perform the work when it is needed; or (2) the Employer does not have employees in sufficient number or skills to perform such work; or (3) economies or efficiencies dictate otherwise; or (4) the work has been subcontracted in the past.

1.05 It is the Township's intent that no employee will lose their job or be reduced to less than full time status as a result of the subcontract.

1.06 Prior to entering into any subcontract, the Employer will provide the Union notice of its intent to do so.

ARTICLE 2 **RECOGNITION CLAUSE**

2.01 The Employer hereby recognizes the Union as the sole and exclusive representative for all full-time and regular part-time employees working in the Sylvania Township garage in the utility and road maintenance classifications including utility workers and mechanics, but excluding all office clerical, management, supervisory, confidential and professional employees as defined by the Ohio Public Employee Collective Bargaining Act, Ohio Revised Code Chapter 4117, as presently enacted or hereafter amended.

2.02 The Employer will neither negotiate with nor make bargaining agreements for any of its employees in the bargaining unit described above unless it be through duly authorized representatives of the Union.

2.03 The term "employees" as used herein shall mean all full-time and regular part-time employees working in the Sylvania Township garage in the utility and road maintenance classifications including utility workers and mechanics. Any temporary part-time employees hired for the summer season shall not work more than ninety (90) calendar days, and for the leaf season shall not work more than one hundred eighty (180) calendar days. If the Employer works these temporary part-time employees beyond either of these periods, they will be placed on the regular seniority list and be entitled to all benefits contained in this Agreement.

ARTICLE 3 **AGENCY SHOP**

3.01 Employees, upon completion of ninety (90) calendar days shall either become members of Teamsters Local 20 or share in the financial support of Teamsters Local 20 by paying to Local 20 a service fee not to exceed the amount of dues uniformly required by members of Local 20.

- (a) The Employer will deduct any unpaid Union dues, initiation fees and equal assessments owed to the Union, as well as current Union dues, initiation fees, service charges, and equal assessments from the paychecks of employees working in classifications included in the recognition clause herein. Such deductions shall be made from the first paycheck of the month for which current dues and any initiation fees or service charges are due the Union. The Employer further to remit to the Secretary-Treasurer

of the Union, dues, initiation fees, service charges, and uniform assessments so deducted from the paychecks of the employees covered herein.

- (b) The Union will establish a rebate procedure for fees deducted from non-members of the Union in accordance with Ohio Revised Code 4117.09.
- (c) The Union shall indemnify and save the Employer harmless against any liability that may arise out of, or by reason of, any actions taken by the Employer for the purpose of complying with the provisions of this Article. In the event that the Employer is held responsible for the repayment of monies paid to Local 20 pursuant to this Section, Local 20 to the extent of those funds actually received shall reimburse same to the Employer and/or the designated employees involved.

ARTICLE 4 **UNION BUSINESS**

4.01 Employees elected or appointed to represent the Union shall perform their Union functions including, but not limited to, attendance at regular and special meetings, conventions and seminars on their off-duty time. The Employer shall recognize up to two (2) employees to act as local Union Stewards for the purpose of processing grievances or performing other Union-related business. The Steward(s) shall be permitted reasonable time to investigate, present, and process grievances on Employer time without loss of pay during regular working hours, provided that he obtains permission from his supervisor before leaving his work station to investigate a grievance.

4.02 The Employer shall allow the Union access to a bulletin board for the purpose of posting notices, provided that such notices and/or posting shall not be of a political, obscene or scurrilous nature.

ARTICLE 5 **GRIEVANCE PROCEDURE**

5.01 A grievance under this Agreement is a dispute arising out of the interpretation or application of express provisions of this Agreement. If an employee feels he has a grievance, he shall proceed in the following manner:

Supervisor

Step 1. An employee having a grievance and/or his Union Steward shall arrange a meeting with the employee's immediate supervisor for the purpose of discussing the grievance. Failing to obtain a satisfactory resolution, the employee may proceed to the next step.

Public Works Manager

Step 2. The employee and/or the Steward shall reduce his grievance to writing, sign it, and with his Steward, if he so desires, present the grievance to the Public Works Manager within five (5) days of the occurrence giving rise to the grievance. The Public Works Manager shall attempt to resolve the grievance at a meeting with the grievant the Union Steward, and/or Union business representative. The Public Works Manager shall respond in writing to the grievant within seven (7) days of the meeting.

Trustee

Step 3. If the grievance remains unresolved, it shall be presented by the employee, with his Steward if he so desires, to a designated member of the Board of Trustees and/or the Trustees' representative within five (5) days after the response of the Public Works Manager. Either party may request a hearing prior to the formal response by the Trustee or the representative.

The Trustee or their designee shall respond in writing within seven (7) days, if no hearing is held. If a hearing is requested, the Trustee or the representative shall respond in writing within seven (7) days after the hearing has concluded. This written response will be the final determination of the grievance.

Arbitration

Step 4. If the decision of the Trustee or his designee is not satisfactory, then the Union shall notify the Employer in writing within ten (10) working days after the response that the grievance is to be submitted to arbitration. Arbitrators shall be chosen by mutual agreement of the parties. If no agreement is reached, either party may submit a request to the Federal Mediation and Conciliation Service to provide a panel of seven (7) Arbitrators. Within ten (10) working days after receipt of such panel, the parties shall meet to select the Arbitrator by striking from the panel. The party to strike the first name shall be chosen by lot.

Arbitration shall be limited to matters concerning the interpretation or application of provisions as listed in this Agreement. The Arbitrator's jurisdiction and authority shall be limited to the particular issue presented to him, and he shall have no jurisdiction or authority to add to, subtract from, or alter in any way the provisions of this Agreement. The Arbitrator shall have no jurisdiction or authority to substitute his discretion for the Employer's discretion in cases where the Employer is given discretion by this Agreement or by law.

The Employer and the Union shall each pay any expenses incurred with respect to preparation and presentation of its case to the Arbitrator. Any expenses incurred with respect to the services of the Arbitrator shall be borne by the losing party. The decision of the Arbitrator shall be final and binding on all parties. Split awards shall have the arbitrator's costs divided equally between the Employer and the Union.

5.02 Failure by the employee and/or the Union to reduce the grievance to writing and present it within the time limits set forth in Step 2 of this Grievance Procedure or to appeal it within the time limits set forth in Step 3 of this Grievance Procedure, shall result in dismissal of the grievance.

5.03 Failure by the Employer to answer a grievance within the time limitations prescribed at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step.

5.04 For purposes of this Article and this Agreement, "days" shall be defined to exclude Saturdays, Sundays, and holidays.

ARTICLE 6

DISCHARGE AND DISCIPLINE

6.01 The Employer shall not discharge, discipline or suspend any non-probationary employee without just cause.

6.02 The Union, Chief Union Steward, and the employee involved shall be advised in writing of any discharge, suspension or disciplinary action.

6.03 A grievance by an employee claiming that he/she has been unjustly discharged, disciplined or suspended must be submitted to the Employer in writing, within five (5) working days of the written notification of discharge, disciplinary action or suspension. If a grievance is not submitted within the time limit provided herein, the action by the Employer shall be considered to have been made for just cause.

6.04 The time limits specified herein shall exclude Saturdays, Sundays and holidays.

ARTICLE 7

NO STRIKE - NO LOCKOUT

7.01 Neither the Union nor any of the employees covered by this Agreement shall engage or participate, either directly or indirectly, in any strike, sit-down, stay-in or slow-down, any cessation or interruption of work, interference with the shipment of goods or materials, boycott or interference with the operations of the Employer in any way.

It shall not be a violation of this Agreement, and it shall not be a cause for discharge, discipline or permanent replacement for an employee to refuse to enter upon any property involved in a primary labor dispute or to refuse to go through or walk behind any primary picket line, unless a reserved gate has been established, including the primary picket line of the Union party to this Agreement and including primary picket lines at the Employer's own places of business or jobs.

7.02 In the event of a violation of Section 1 hereof, the Union upon being notified shall immediately order orally and by telegram (with a copy to the Employer) all employees covered by this Agreement to return to work notwithstanding the existence of a picket line and instruct the employees covered by this Agreement that their conduct is in violation of this Agreement, that they may be disciplined up to and including discharge, and that the Union instructs all such strikers to return to work.

7.03 The Employer shall have the right to discipline, up to and including discharge, any employees engaging in, participating in, or encouraging a work stoppage in violation of this

Article, and only an issue of fact as to whether or not any particular employee engaged in, participated in, or encouraged any violation of this Article is subject to the grievance and/or arbitration procedure.

7.04 The Employer agrees not to institute a lockout of employees during the term of this Agreement.

ARTICLE 8 **SENIORITY**

8.01 Definitions. Seniority is defined as the length of time that the employee has been continuously employed by the Employer since the date of the employee's last employment by the Employer.

8.02 Layoff and Recall. Employees shall be laid off and recalled in accordance with their skill and ability to do the work available without further training, as determined by the Employer, and their seniority. Layoff and recall decisions shall be subject to an expedited Grievance Procedure, but the Employer shall not be liable for any back pay if it is determined that a layoff or recall decision violated this Agreement. In the event of a merger or a new entity is created with the City Of Sylvania directly affecting the members of the bargaining unit, the Township will provide a 90 day notice and will enter into discussions concerning the effects of such event.

8.03 Loss of Seniority. Seniority and the employment relationship shall be terminated if: (a) an employee quits; (b) an employee is dismissed for cause; (c) an employee fails to return or notify the Employer within three (3) workdays after issuance of notice of recall; (d) an employee is absent for three (3) consecutive workdays without advising the Employer and giving reasons satisfactory to the Employer for such absence; (e) an employee gives a false reason for obtaining a leave of absence or engages in other employment during such leave or fails to return to employment at the end of such leave; (f) an employee is absent from the employ of the Employer by reason of layoff for twenty-four (24) consecutive months; (g) an employee is absent from the employ of the Employer for any reason, other than layoff, for a period of twelve (12) months; or (h) an employee hired on or after the date of this Agreement falsifies pertinent information on his application for employment.

8.04 Seniority List. The Employer shall post a list of the employees arranged in order of seniority in a conspicuous position at the place of employment. This list shall be updated as often as necessary.

8.05 Probationary Period. The first 270 calendar days of employment shall be deemed a probationary period, and during such probationary period an employee may be laid off, demoted or discharged at the Employer's sole discretion without any appeal rights pursuant to statute or to the grievance procedure herein contained. Probationary employees continued in the service of the Employer subsequent to 270 calendar days after the first day worked shall receive full continuous service credits from the date of the first day worked. If an employee is absent for any reason, greater than 14 calendar days, the probationary period will be extended by an equal number of days.

ARTICLE 9
LEAVES OF ABSENCE

9.01 Personal Leaves. Upon written request, the Employer may grant a leave of absence for personal reasons, for a period not to exceed thirty (30) days, where good cause is shown. Seniority shall accumulate during such leave, subject to the limitations of Article 8, Loss of Seniority.

9.02 Bereavement Leave.

A. When an employee has a death in his immediate family and actually attends the funeral, the Employer will allow the employee up to three (3) workdays off with pay to attend to family matters. The Employer may require documentation, satisfactory to the Employer, of attendance at the funeral.

The days the employee may take off and the days an employee may receive bereavement pay include only those days beginning with the day after the death and the consecutive days thereafter up to and including the day of the funeral, subject to the maximum periods set forth in the preceding paragraph. The employee may not receive bereavement pay for any days or parts of days that fall on Saturday, Sunday, paid holidays, part of the employee's vacation or any other day the employee was not scheduled to work.

Members of an employee's immediate family shall include current spouse, parents, stepparents, child, stepchild, mother-in-law, father-in-law, brother, sister, stepbrother or stepsister.

B. An employee shall be granted one (1) day off without pay to attend the funeral of his brother-in-law, sister-in-law, grandparents, grandchildren or a relative in the employee's family other than those listed above. The employee may use accumulated sick leave in order to be compensated for the day of absence.

9.03 Military Leaves. The Company shall grant a leave of absence to an employee who enters active military service and subsequent reemployment rights in accordance with applicable Federal Law. (Universal Training and Service Act, as amended in 1951.)

9.04 Family Leave/Disability Laws. Nothing contained in this Agreement shall prevent the Employer from complying with the requirements of federal or state laws pertaining to handicap or disability or dealing with family or medical leaves of absence.

9.05 Promotional Leave. An employee who is accepted for employment in a job with the Employer outside the bargaining unit as defined herein shall be granted a leave of absence during which seniority shall continue to accrue for a period of one hundred and twenty (120) consecutive calendar days. Any employee currently in this situation shall receive an additional one hundred and twenty (120) days from the effective date of this Agreement.

In the event an employee is promoted to a job with the Employer outside but directly affiliated with bargaining unit as defined herein and through elimination or reduction of position, wishes to return to the bargaining unit, said employee shall be granted the right to return to the former

bargaining unit position at the bottom of the seniority list with no loss of seniority in relation to fringes benefits.

ARTICLE 10 **SICK LEAVE**

10.01 Crediting of Sick Leave. Sick leave shall be accumulated at the rate of 4.6 hours for every eighty (80) hours actually worked. For the purpose of accruing sick leave, paid time off for vacation, holidays, and bonus days shall constitute "hours worked." Unused sick leave shall accumulate to a maximum in any calendar year of 120 hours or 4.6 hours per pay period.

10.02. Charging of Sick Leave. Sick leave shall be charged in minimum units of one half (1/2) hour. An employee shall be charged for sick leave, only for days which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

10.03. Uses of Sick Leave. Sick leave shall be granted to an employee upon approval of the Employer for the following reasons:

1. Illness or injury of the employee.
2. Serious illness or injury of an employee's immediate family (as defined In Article 9, Leaves of Absence, Section 2(A), Bereavement Leave) who resides in the employee's household, provided that the employee's absence from work is required because of serious hardship to his immediate family.
3. Death of any of those members of the employee's family enumerated in Article 9, Leaves of Absence, Section 2(B), Bereavement Leave.

10.04. Reporting of Absence. An employee who is to be absent from work on a scheduled workday shall be required to notify the Department at least one (1) hour prior to reporting time, unless the circumstances are such that it is not reasonably practicable to do so. If the employee knows at the time of reporting off that the period of absence is to exceed one (1) day, the employee shall notify the Supervisor or his designee.

10.05. Evidence Required for Sick Leave Usage. When the period of absence is over three (3) consecutive calendar days, the Employer shall require an employee to furnish a satisfactory written, signed statement from the attending physician to justify the use of sick leave. The certificate stating the nature of the illness, the dates of absence required, and a return to work date, shall be submitted to the department head or their designee, no later than the 4th day of absence.

10.06. Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid and shall be subject to disciplinary action. Excessive absenteeism and patterned use of sick leave will be handled in accordance with Sylvania Township's Attendance Policy. The parties agree that this Section does not limit or abridge the employer's right to promulgate and enforce reasonable work rules pertaining to excessive absenteeism.