

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WEATHERSFIELD TOWNSHIP

AND

OHIO CIVIL SERVICE

EMPLOYEES ASSOCIATION

**January 1<sup>st</sup>, 2021 through December 31<sup>st</sup>, 2023**

**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil  
Service Employees Association, January 1, 2021 through December 31, 2023**

**Table of Contents**

PREAMBLE.....	2
ARTICLE 1 - PURPOSE .....	2
ARTICLE 2 - RECOGNITION AND DESCRIPTION.....	2
ARTICLE 3 - MANAGEMENT RIGHTS .....	3
ARTICLE 4 - RESTRICTIONS OF LAW AND REGULATION.....	3
ARTICLE 5 - SUBJECT FOR CONSULTATION AND AGREEMENT .....	4
ARTICLE 6 - CONSULTATION, NOTICE AND LAYOFF POLICY .....	4
ARTICLE 7- REPRESENTATION.....	5
ARTICLE 8 - DISCIPLINE.....	5
ARTICLE 9 - GRIEVANCE PROCEDURE- DISPUTES OR GRIEVANCES .....	7
ARTICLE 10 - COMMUNICATIONS.....	8
ARTICLE 11 - PERSONNEL FILES .....	8
ARTICLE 12 - LEAVE.....	9
ARTICLE 13 - SERVICE CONNECTED DISABILITY.....	10
ARTICLE 14 - SPECIAL LEAVE .....	11
ARTICLE 15 - HOSPITALIZATION AND INSURANCE.....	12
ARTICLE 16 - VACATION.....	14
ARTICLE 17 - PAID HOLIDAYS .....	15
ARTICLE 18 - CLOTHING ALLOWANCE .....	16
ARTICLE 19 - WAGES .....	16
SECTION 20 - RETIREMENT AND DISABILITY PENSIONS .....	18
ARTICLE 21 - PROMOTIONS.....	18
ARTICLE 22 - ROAD DEPARTMENT FOREMAN .....	19
ARTICLE 23 - CONTRACT ADMINISTRATION.....	19
ARTICLE 24 - SCOPE OF AGREEMENT.....	19
ARTICLE 25 - LONGEVITY.....	19
ARTICLE 26 - PERIOD OF AGREEMENT.....	20
SIGNATURE PAGE.....	21
APPENDIX A – DRUG-FREE WORKPLACE POLICY.....	22
APPENDIX B – CURRENT HEALTH PLAN, DENTAL PLAN, & VISION PLAN .....	25

**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023**

**PREAMBLE**

This Agreement, entered into by Weathersfield Township, hereinafter referred to as the Employer, and the Ohio Civil Service Employees Association, Local 11, AFSCME, AFL-CIO, hereinafter referred to as the Union or the Exclusive Bargaining Agent, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of wages, hours, and other terms and conditions of employment.

**ARTICLE 1 - PURPOSE**

It is the purpose of this agreement to:

- a. Identify the parties and define their respective roles and responsibilities with regard to employment relations in the subject agency.
- b. State the policies, procedures and methods that will hereafter govern the working relationship between the Employer and the Association.
- c. Indicate the nature of the subject matter of mutual concern.
- d. Contribute to the effective conduct of public business by insuring employee participation in the formulation and implementation of employment relations policies and procedures.
- e. Promote systematic employer-employee cooperation on appropriate subject.
- f. Provide for the highest degree of efficiency and responsibility in the accomplishment of the duties and functions assigned to the agency, and
- g. Reduce the number of employment relations disputes and employee grievances and facilitate their adjustment after they have arisen.

**ARTICLE 2 - RECOGNITION AND DESCRIPTION**

The Employer recognizes the Association as the exclusive negotiating agent and representative of all employees in the Weathersfield Road Department, but excluding therefrom the Supervisors, and the Association accepts the responsibility of representing the interests of all said employees in the aforesaid departments, whether or not they are members of the Association, with respect to matters concerning their employment relations with their employer.

Section A:

The management of the Township, the control of the premises, and the direction of the working forces are vested exclusively with the Township, which reserves its rights under Ohio Revised Code 4117.08(C) including, but not limited to, the right to hire, transfer, promote, suspend or discharge for just cause, and lay off or terminate employees for economic reasons; to schedule vacation; to determine the shifts and the number of hours to be worked by

**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023**

employees; to assign duties to employees in accordance with the needs and requirements determined by the township; to determine or change the methods and means by which its operations are to be carried on; and to carry out the ordinary and customary functions of management, subject only to such restrictions and regulations governing the exercise of these rights as are expressly specified in this agreement.

Section B:

The Association, on behalf of the employees, agrees to cooperate with the Township to attain and maintain full efficiency and maximum service to the people of Weathersfield Township, and the Township agrees to receive and consider constructive suggestions submitted by the Association toward these objectives, but the Township is not obligated to implement any such suggestions.

**ARTICLE 3 - MANAGEMENT RIGHTS**

Section A:

The management of the Township, the control of the premises, and the direction of the working forces are vested exclusively with the Township, which reserves its rights under Ohio Revised Code 4117.08(C) including, but not limited to, the right to hire, transfer, promote, suspend or discharge for just cause, and lay off or terminate employees for economic reasons; to schedule vacation; to determine the shifts and the number of hours to be worked by employees; to assign duties to employees in accordance with the needs and requirements determined by the township; to determine or change the methods and means by which its operations are to be carried on; and to carry out the ordinary and customary functions of management, subject only to such restrictions and regulations governing the exercise of these rights as are expressly specified in this agreement.

Section B:

The Association, on behalf of the employees, agrees to cooperate with the Township to attain and maintain full efficiency and maximum service to the people of Weathersfield Township, and the Township agrees to receive and consider constructive suggestions submitted by the Association toward these objectives, but the Township is not obligated to implement any such suggestions.

**ARTICLE 4 - RESTRICTIONS OF LAW AND REGULATION**

It is understood and agreed by the parties that this agreement is subject to all applicable existing or future laws or regulations of the State of Ohio. This agreement does not delegate, surrender or abridge any of the statutory rights of the Employer or the employee, including without limitation the rights and duties of the Township under Ohio Revised Code 4117.08(C).

**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023**

**ARTICLE 5 - SUBJECT FOR CONSULTATION AND AGREEMENT**

It is understood and agreed that matters appropriate for consultation, negotiation and agreement between the parties, policies and procedures related to employment relations shall be those as defined in 4117 of the Ohio Revised Code, excluding those items in Ohio Revised Code 4117.08(C).

**ARTICLE 6 - CONSULTATION, NOTICE AND LAYOFF POLICY**

Section A: Consultation and Notice

The parties agree to consult and negotiate in good faith on appropriate subjects with the intention of reaching agreement, reducing such agreement to writing and making such writing enforceable as a contract.

To this end they agree to meet, personally or through representatives authorized to take effective action, at reasonable intervals and at reasonable times and places, at the request of either party.

Any party proposing a matter for negotiation shall give written notice to the other party, describing in detail the subject desired to be discussed, at least ten (10) days before the matter, except in case of emergency or on waiver of notice by the other party.

Section B: Layoff Policy

Any layoffs will be made in order of least seniority as an employee of the Weathersfield Township Board of Trustees within each affected job classification. An employee with more seniority may bump an employee with less seniority in a lower paid job classification if the employee with more seniority is in a job classification affected by the layoffs and he is able to perform the work in the lower paid classification.

A laid-off employee may be called back to work only in the order of most seniority among all laid-off employees of the Weathersfield Township Board of Trustees within each affected job classification.

Should any laid-off employee, upon receiving notice of being called back to work, fail to report to work as specified, such action will be considered to be a voluntary resignation from employment.

The Weathersfield Township Board of trustees will continue to provide Life and Health Insurance to any laid-off for the remainder of the month in which the employee is laid-off, and throughout the following two (2) calendar months. All benefit already earned (such as vacation and accrued compensatory time) will remain in force.

**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023**

**ARTICLE 7- REPRESENTATION**

Section A:

It is recognized that the right of exclusive representation of employees by the Association, previously referred to in this agreement, implies that the Employer will not enter into any agreements regarding employment relations matters with any other organization or individual purporting to represent any group of employees in the negotiating agency, and shall not engage in any type of conduct which would imply recognition of any group other than the Association as a representative of the employees in the negotiation agency.

Section B:

Reference to the "Association" as representative of the employee means the state organization of the Ohio Civil Service Employees Association. Negotiation with the Employer shall be carried on by staff personnel or members of the Association designated by its Executive Director to represent it, and person so designated shall be recognized by the Employer.

Section C:

An aggrieved employee may be represented by the Association, or by himself.

Section D:

Participation by the Association in a grievance proceeding in which it is not representing the aggrieved employee shall be limited to observing the proceeding and submitting to the Employer or its representative a statement, oral at the time of the meeting or written, of its opinion of the merits or demerits of the grievance complaint and the effect of proposed solutions on the employment relations of other employees in the agency.

**ARTICLE 8 - DISCIPLINE**

Section A: Standard

Disciplinary action shall not be imposed upon an employee except for just cause. The Employer has the burden of proof to establish just cause for any disciplinary action.

Section B: Progressive Discipline

The Employer will follow the principles of progressive discipline. Disciplinary action shall include:

1. Verbal reprimand (with appropriate notation in employee's file)
2. Written reprimand
3. Suspension
4. Termination

**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023**

Disciplinary action shall be initiated as soon as reasonably possible consistent with the requirements of other provisions of this Article. An arbitrator deciding a discipline grievance must consider the timeliness of the employer's decision to begin the disciplinary process.

Section C: Supervisory Intimidation

An Employer representative shall not use the knowledge of an event giving rise to the imposition of discipline to intimidate, harass or coerce an employee.

In those instances where an employee believes this section has been violated, he/she may file a grievance, including an anonymous grievance filed by and processed by the Union in which the employee's name shall not be disclosed to the Employer representative allegedly violating this section, unless the employer determines that the Employer representative is to be disciplined.

The Employer reserves the right to reassign or discipline employer representatives who violate this section.

Section D: Pre-Discipline

An employee shall be entitled to the presence of a union steward at an investigatory interview upon request and if he/she has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

An employee has the right to a meeting prior to the imposition of a suspension or termination.

Prior to the meeting, the employee and his/her representative shall be informed in writing of the reasons for the contemplated discipline and the possible form of discipline. No later than at the meeting, the Employer will provide a list of witnesses to the event or act known at that time and documents known at that time used to support the possible disciplinary action. If the Employer becomes aware of additional witnesses or documents that will be relied upon in imposing discipline, they shall also be provided to the Union and the employee. The employer representative recommending discipline shall be present at the meeting unless inappropriate or if he/she is legitimately unable to attend.

The Township's designee shall conduct the meeting. The Union and/or the employee shall be given the opportunity to comment, refute or rebut.

Section E: Imposition of Discipline

The Trustees shall make a final decision of the recommended disciplinary action as soon as reasonably possible but no more than ten (10) days after the conclusion of the pre-discipline meeting.

If a final decision is made to impose discipline, the employee and Union shall be notified in writing. Once the employee has received written notification of the final decision to impose discipline, the disciplinary action shall not be increased.

**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023**

Disciplinary measures imposed shall be reasonable and commensurate with the offense and shall not be used solely for punishment.

The Employer will not impose discipline in the presence of other employees, or the public except in extraordinary situations which pose a serious, immediate threat to the safety, health or well-being of others.

Section F: Prior Disciplinary Actions

All records relating to oral and/or written reprimands will cease to have any force and effect and will be removed from an employee's personnel file twelve (12) months after the date of the oral and/or written reprimand if there has been no other discipline imposed during the past twelve (12) months.

Records of other disciplinary action will be removed from an employee's file under the same conditions as oral/written reprimand after twenty four (24) months if there has been no other discipline imposed during the past twenty four (24) months.

This provision shall be applied to records placed in an employee's file prior to the effective date of this agreement.

Section G: Polygraph Tests

No employee shall be required to take a polygraph, voice stress or psychological stress examination as a condition of retaining employment, nor shall an employee be subject to discipline for the refusal to take such a test. The Township may require drug testing as provided under the Drug Free Workplace Policy, attached as Appendix A, and as provided by law or required to maintain any license or policy of insurance.

**ARTICLE 9 - GRIEVANCE PROCEDURE- DISPUTES OR GRIEVANCES**

A grievance may be defined as any question concerning the interpretation or application of the work agreement provisions, or any dispute arising out of employment between the member and employer under laws of the State of Ohio. The time limitations for the grievance procedure provided herein may not be extended, unless mutually agreed to by both parties. A grievance not resolved within any step by failure of the employee to meet the prescribed time limits shall be ruled in favor of the employer. A grievance not resolved within any step by failure of the Township to meet the prescribed time limits shall be ruled in favor of the employee. All grievances shall be processed in the following manner:

Step 1: The aggrieved employee shall present the grievance in writing, on a form mutually agreed upon by OCSEA and the Township furnished by the Township. The statement of the grievance shall set forth the facts involved, the approximate time of their occurrence and/or when the employee first had knowledge of the occurrence; the relief requested and shall be signed and dated by the employee. Grievances shall be submitted to the Administrator within seven (7)



**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023**

calendar days after the employee had knowledge of the event. The Administrator shall give the answer in writing to the employee and OCSEA within seven (7) calendar days after receiving the grievance.

Step 2: If the grievance is not adjusted in Step 1, the employee may appeal the grievance in writing to the Trustees within seven (7) calendar days after receiving the Superintendents answer in Step 1. The parties shall meet at a mutually convenient time, but at least within seven (7) calendar days after the employee has appealed the grievance. The Trustees shall give the answer in writing to the employee and OCSEA within seven (7) calendar days after the grievance meeting has been held.

Step 3: If the grievance is not adjusted in Step 2, the union may appeal the grievance in the following manner:

- a) The Steward shall notify the Trustees and the Executive director of the Union within fifteen (15) working days of the receipt of the Step Two answer of his desire to seek arbitration. The determination of whether to seek arbitration rests with the union. Within fifteen (15) days of such notification, the parties shall meet to select an arbitrator pursuant to the voluntary labor arbitration rules of the American Arbitration Association. Any question of arbitrability shall be determined by an arbitrator. Costs of the arbitration shall be borne equally by the parties. The decision of the arbitrator shall be in writing and shall be final and binding on the parties in matters of contract interpretation and discipline only.

Either party to this agreement shall be permitted to call witnesses and present any relevant evidence at any step of the grievance procedure. No limit shall be placed on the number of witnesses, but there may be OCSEA representatives present at each step of the procedure. The employee may present his grievance on township time (except for Step 3, which the parties will attempt to schedule to satisfy the schedules of all parties) but the use of township time for this purpose shall not be excessive. When a group of employees desires to file a grievance involving a situation affecting each employee in the same manner, one employee selected by such group may process the grievance as the designated representative of the group.

## **ARTICLE 10 - COMMUNICATIONS**

There shall be established and maintained for the duration of this agreement, an OCSEA bulletin board on the service department premises. It will be available to authorized OCSEA representatives to post notices of general and business nature for OCSEA membership and other employees who may have an interest.

## **ARTICLE 11 - PERSONNEL FILES**

### Section A: Authority

**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023**

It is recognized by the parties that the township may prescribe regulations for custody, use and preservation of records, papers, books, documents and property pertaining to the employee, however, every member shall be allowed to review his personnel file at any reasonable time upon request. If any member involved in a dispute regarding which matters in his personnel file may be material, any OCSEA representative will also be granted access to the members file at reasonable times such access is authorized, by the member.

Section B: Inaccuracies

For the duration of the agreement and any extension thereof, if a member, upon examining his personnel file has reason to believe that there are inaccuracies in those documents to which he has access, the member may write a memorandum to the Administrator or his representative sustain the allegations, he shall do one of the following:

- a) The members memorandum shall be attached to the material in question and files with it, and the Administrator or his representative may note thereon his concurrence, or disagreement, or
- b) The Administrator or his representative shall remove the inaccurate material from the personnel file if he feels that the inaccuracies warrant such removal.

Section C: Clarification

For the duration of this agreement and any extension thereof, any new material placed in the members file, after effective date of the agreement may be reviewed. If such material is not inaccurate but the member feels that clarification if necessary, the member may submit to the Administrator or his representative a written clarification of the circumstances. Such memorandum shall not contain any derogatory or scurrilous remarks regarding the administration or other employees. The Administrator or his representative will immediately arrange to have such memorandum attached to the material to which it is directed and placed in the member's files.

Section D: Privacy

Except as otherwise provided in this proposal, and except for the Trustees and the Administrator and their legal counsel, such files, shall not be available to anyone without the prior written authorization for such by the employee whose file of information therein is requested, unless required by law. Further, no information in an employee's personnel file will be shared with anyone outside the Township except the name, place of employment, date of employment and job classification, without prior, written authorization of employee involved, unless required by law.

**ARTICLE 12 - LEAVE**

Section A: Sick Leave

**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023**

All bargaining unit employees shall earn sick leave at a rate of ten (10) hours per calendar month. Employees shall use sick leave for injury or illness for themselves. In an emergency situation, the employees may use sick leave for injury or illness to their spouses, children, or parents living in their household, after first using forty (40) hours from any paid source.

Section B: Accrued Sick Leave

At the time of separation from employment due to disability, retirement from active service, or death, an employee who has been employed in the Department full time for at least three (3) full years shall be compensated at the employees full rate of pay for any unused sick leave accrued up to a maximum of sixty (60) days and shall be compensated for the balance of the unused sick leave at \$5.00 an hour. In the event of an employee's death, such benefits shall be paid to the employee's designated beneficiary. If an employee who has been employed in the Department for at least three (3) full years voluntarily terminates employment with the Employer to pursue another employment opportunity, the employee shall be entitled to receive a maximum of twenty (20) days of the employee's accumulated unused sick leave balance. Except for the foregoing, an employee shall not be entitled to receive any accumulated unused sick leave balance.

Section C: Personal Days

Each employee shall be provided with three (3) personal days per year, which may be taken off work with pay in the same manner as holidays. Personal days must be scheduled with the Administrator at least one (1) week ahead of time, except in the event of an emergency, in which case the Administrator may waive the one-week notice. Personal days are considered to be earned on January 1st of each year and must be taken within a year or they are forfeited.

**ARTICLE 13 - SERVICE CONNECTED DISABILITY**

Section A:

All members shall be entitled to pay at the Workers' Compensation rate for a service-connected injury or disability sustained during the performance of his duties, subject to the obligation of the employee to reimburse the Township as described below. It is the intention of the parties that the employee receives payment from the Township only until such time as the employee starts to receive regular payments from Workers' Compensation. If the Township disputes in good faith a claim of service-connected injury or disability, or the claim is denied, the Township will have no obligations under this Article. Said pay shall not be deducted from accumulated sick leave, but an employee shall have the right to supplement the amount he receives from the township or Workers' Compensation by taking a portion of his sick leave, at his election. Any employee who avails himself of injury leave shall apply for and turn over to the Township the Workers' Compensation Benefits received for the period of time the employee is off work and paid by the Township at the Workers' Compensation rate. Once an employee starts to receive Workers' Compensation benefits, the Township shall cease to pay the employee. The Township's payment to the employee will be made by general checks, not payroll checks.

**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023**

Section B:

Any time an employee is required to be absent from work, due to the work incurred injury, shall not be deducted from his accumulated sick time for a period not to exceed one (1) year.

Whenever an employee is required to stop working because of a service-connected injury or disability, he/she shall be paid for the remaining hours of that workday and such time shall not be charged against leave of any kind.

If an employee on injury leave is capable of performing light duties, the Township may reasonably request that employee to return from injury leave and perform such light duties.

**ARTICLE 14 - SPECIAL LEAVE**

Section A: Jury Duty

Any employee serving upon a jury or subpoenaed to be a witness in any court of law will be paid his regular wages for each workday that he/she is so serving less whatever such member may otherwise receive as compensation for jury or witness duty. Time so served shall be deemed active and continuous service for all purposes.

Section B: Military Leave

Employees who are members of the Ohio National Guard or any military reserve unit shall be granted military leave with pay when ordered to military training exercises not to exceed thirty-one (31) days per year. Military leave pay shall be the difference between the employee's regular pay and service pay.

An employee shall be granted a leave of absence without pay to serve in the Armed Forces of the United States of any branch thereof. Such leave shall last only for the initial enlistment or induction period. Employees on military leave without pay shall continue to accrue seniority and if the employee requests reinstatement within thirty one (31) days of his discharge from military service, the Township shall reinstate the employee at the same classification as when he left, with full credit for prior seniority. The Township may require the employee to establish that his physical and mental condition have not been impaired as to render him incompetent to perform the duties of his position.

Section C: Bereavement

Bereavement pay shall be allowed for working days off (not to exceed 5 days) except in the case of travel or for personal business resulting from the death. The five days shall not be deducted from accumulated sick leave. Said allowance shall apply in the case of the death of the employee's spouse, sibling, children, parents, or the employee's spouse's parents, siblings or children.

**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023**

Bereavement pay shall be allowed for working days off (not to exceed 3 days) for the following: employee's spouse's grandparents, stepparent, stepchild, half-brother, half-sister, grandchild, or in-law. Said allowance shall apply only in the event that the employee attends the funeral of the deceased relative.

In the event an employee needs additional time off, the employee may use sick leave, compensatory time, personal days, or vacation time. This will be the only exception in which vacation time shall be used by the day if one week's vacation has already been used by the day.

Section D: Leave Without Pay

The Township may grant temporary leave without pay for a period not to exceed one (1) year, granted in thirty (30) day increments by the Administrator and at his sole discretion. The request must be made in writing and such requests will not be unreasonably denied.

An employee who is unable to work due to a sickness, injury or illness, who has exhausted all available leave, may be granted leave without pay for up to one (1) year if requested in writing. Any member granted leave as set for therein without pay shall be reinstated to his former classification without loss of seniority, accrued to the date leave without pay was taken, if physically and mentally competent to perform his duties.

Section E: Combined Leave

An employee who has exhausted all available sick leave, but who is otherwise entitled to sick leave, shall be entitled to take vacation time prior to taking leave without pay.

Section F: Family Medical Leave Act

All employees may take qualifying leave under the Family and Medical Leave Act (FMLA) in accordance with the FMLA law in effect when the leave is taken.

**ARTICLE 15 - HOSPITALIZATION AND INSURANCE**

Section A: Life, Dental and Vision Insurance

1. Life Insurance

The Employer shall provide life insurance for each employee of the Bargaining Unit in the amount of fifty thousand dollars (\$50,000.00), the premiums for which shall be paid entirely by the Employer.

2. Dental Care

The Employer will pay the cost of a dental care program, the same as, or substantially

**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023**

similar to the one presently in effect, for the term of this Agreement, for the employee or any member of the employee's family.

3. Eye Care

The Employer will pay the cost of an eye care program, the same as, or substantially similar to the one presently in effect for the term of this Agreement, for the employee or any member of the employee's family.

Section B: Hospitalization/Health Care

1. Health Care Plan

All employees shall be offered Hospitalization/Health Care Insurance. The current Hospitalization/Health Care Insurance Plan provides the coverage as shown on Appendix B ("Current Plan"). The Township will pay 100% of the employee's premium. For dependent coverage, the Township will pay 90% of the premium with the employee paying 10%.

2. Changes to Current Plan

Notwithstanding any other provision of this Agreement, the Union agrees that the Township may change insurance carriers, self-insure in part, and/or modify the Hospitalization/Health Care Insurance Plan during the term of this Agreement. The Union agrees that the Employer may provide Hospitalization/Health Care Insurance through a high-deductible insurance policy supplemented by a program of self-insurance. The terms and conditions of any change shall be at the discretion of the Board of Trustees, provided that the co-payments, deductibles and out-of-pocket expenses paid by the employee do not increase from the Current Plan, and the coverage provided is substantially similar to the Current Plan.

Section C: Health Care Review Committee

The Employer has created a "Health Insurance Committee" which consists of the following: One (1) Representative, chosen by the Board of Trustees; One (1) member from the OPBA chosen by the OPBA membership; One (1) member from the OCSEA chosen by the OCSEA membership; and One (1) non-bargaining unit employee member of the office staff chosen by those employees, excluding the Board of Trustees. The purpose of this committee is to review proposed changes in insurance plan designs and/or policies that may provide a savings in health insurance costs. The OCSEA recognizes that the Employer needs flexibility in investigating and implementing health insurance cost savings proposals. Health insurance cost savings proposals may be implemented by the Employer only if the Employer presents the proposed change to the Health Insurance Committee at a meeting at least twenty (20) days prior to implementing the proposed change. A three (3) day written notice prior to the meeting shall be given by the fiscal officer as to the date, time and location of the meeting. The Health Care Insurance Committee shall make recommendations to the Township Trustees concerning any proposed plan design and/or policy changes.

If the Health Insurance Committee is formed and a representative does not participate as outlined herein, said committee will continue and function and make its recommendations without the

**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023**

input from the missing representative(s).

Section D: Insurance Premium Buy-out

Any employee may opt-out of the Hospitalization/Health Care Insurance provided by the Township if the employee is covered under another health insurance plan. Any employee who opts out will receive 35% of the individual employee premium cost paid out monthly. The employee may re-enter the health insurance program upon written notice, during the next open enrollment period.

**ARTICLE 16 - VACATION**

Employees in the bargaining unit shall be entitled to vacations according to the following schedule:

Section A:

<b>Years of Service</b>	<b>Amount of Vacation Accrued</b>
One year but less than three years	Two weeks
Three years but less than eight years	Three weeks
Eight years but less than fifteen years	Four weeks
Fifteen years but less than twenty-three years	Five weeks
Twenty-three years or more	Six weeks

Section B:

Employees may take vacation leave to which they are entitled beginning with the first full pay period following the date they complete the required years of service and may be taken at any time during the calendar year.

Years of service shall be computed in the same manner as is seniority and shall include credit for active military service, provided that such service is after the onset of employment with Weathersfield Township.

Section C:

An employee may request, prior to April 1 of each year that they be paid for eighty (80) hours of their vacation time, in which case he will be paid therefore on the first pay date in April of that year.

Section D:

Employees shall be permitted to carry over two (2) weeks (80 hours) vacation into the following year, but must use or cash out in said subsequent year.

**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023**

**ARTICLE 17 - PAID HOLIDAYS**

Section A: Holidays

The following holidays are designated as paid holidays for employees:

New Year's Day  
Martin Luther King Day  
Presidents Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Columbus Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Birthday

Section B: Holiday Schedule

The following holidays may have funerals scheduled:

1. Martin Luther King Day
2. Presidents Day
3. Columbus Day
4. Day after Thanksgiving Day

Employees who work on a holiday shall be paid regular pay plus one and one half (1 ½) times regular pay.

If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday, and if any of the above holidays fall on a Saturday, the prior Friday shall be considered the holiday.

Employees shall be permitted to observe their birthday as a personal day. Advance notice of a minimum of two weeks of a birthday should be given by the employee to his/her administrator. If the birthday falls on a holiday or a day in which the Employee is normally in non-work status, or if the Employee is unable to take the day off because of the operational needs of the employer, an employee may take a day off other than their birthday, within the same calendar year. Employees may request to take their birthday as a personal day on a day other than their birthday and this shall be approved on the same basis as other personal day requests.

No employee may be granted any other day as a holiday in lieu of the above listed holidays.



**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023**

**ARTICLE 18 - CLOTHING ALLOWANCE**

Section A:

The Township shall provide each road department employee with the following items of protective clothing for use in work on township projects requiring same. Protective clothing shall remain stored in lockers provided by the Township when not in use.

1. Rain suit, including jacket and pants
2. Rubber Boots
3. Reflective Vest
4. Gloves
5. Hard Hat
6. Coveralls

Section B:

Due to the health and safety consciousness of the board of Weathersfield Township Trustees, the members of the bargaining unit shall receive an annual payment of \$400.00 for the purchase of work clothes, health and fitness programs, and specifically steel toed work shoes, which must be worn daily.

**ARTICLE 19 - WAGES**

Section A: Basic Wage

The basic wage to be paid to each employee during the life of this agreement shall be as follows:

<b>Job Title</b>	<b>January 1, 2021</b>	<b>January 1, 2022</b>	<b>January 1, 2023</b>
Mechanic	\$20.46	\$20.66	\$20.87
Cemetery Sexton	\$20.00	\$20.20	\$20.40
Truck Driver Class #1	\$19.43	\$19.62	\$19.82
Truck Driver Class #2	\$17.40	\$17.57	\$17.75

When an existing employee within the road department comes to a mutually acceptable agreement with the board of Trustees to become a reemployed retiree, they shall receive 80% of the basic wage as outline about in Section A. The employee shall continue to receive all other benefits as set forth herein.

Road Department Foreman will be appointed by the Trustees. The rate for this job will be fifty cents (\$0.50) above the highest pay rate. The Road Foreman will do his normal duties and direct the work force as needed.

If an employee works in a lower paid classification on a temporary assignment other than resulting from a layoff or bumping, the employee will be entitled to be paid their regular job classification pay rate for the temporary assignment.

Section B:

**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023**

New Employees as of July 1, 2011 will start at the "Truck Driver Class #2" and will stay in this class for the first Three (3) years before moving to Class #1. All new employees will not be part of the "Fringe Benefit Plan" with the OPERS.

Section C: Union Dues and Access

The Employer will begin Union dues deductions within 21 days of receiving an authorization card signed by the employee. Such dues shall be remitted to the Union at the end of each pay period. The Union shall have the sole and exclusive authority to change any membership card, form or authorization so long as the basic information that the Employer needs to process is included on the new card, form or authorization and the form does not change any duties of the Employer. The Employer will be notified prior to any changes made to the membership card. The Employer will notify the Union of the name, address and phone number of each new hire in the Road Department within seven (7) days of employment.

Any employee who is not a member of the OCSEA may voluntarily agree to pay to OCSEA a fair share fee as determined by OCSEA, but which shall not exceed the amount of dues paid by regular OCSEA members. Such fair share fee shall be deducted by the Township from the regular pay of any employee who is not a member of the OCSEA who signs a written authorization, provided to the Township, to pay such fair share fee. The amount of the fair share fee shall be certified to the Township by OCSEA.

Section D: Work Schedule

The regular work week shall consist of five consecutive eight-hour days followed by a sixteen-hour break. The Road Superintendent shall have complete discretion as to scheduling within these guidelines. Employees shall be granted a five (5) minute grace period at the start of the day. Any time that an employee is called out to work at a time which is not his scheduled shift, he shall be paid for at least two hours, providing that it does not run into regular time. The opportunity to work overtime shall be provided to all employees equally, whenever possible. The Township shall pay 150% of the employees' wage for every hour worked over forty (40) actually worked in one week. Sick time shall not be considered as hours worked, but vacations, holidays and other paid absences will be considered as hours worked. Employees working Saturday or Sunday in the cemetery for burials will be paid one hundred fifty percent (150%) of the employee's wage rate for the hours actually worked on these days, even if the employee does not have in excess of forty (40) hours actually worked that week. Compensatory time may be taken in lieu of overtime payment by a timely election by the individual employee(s).

Section E: Compensatory Time

Employees shall accrue compensatory time off in lieu of cash overtime payment for hours actually worked in excess of forty (40) hours in any calendar week. Compensatory time off will be earned on a time and one-half (1½) basis. The maximum accrual of compensatory time shall be forty (40) hours. When the maximum hours of compensatory time accrual is rendered, payment for overtime work shall be made. Any employee who has accrued compensatory time off and requests use of this compensatory time shall be permitted to use such time off within

**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023**

a reasonable period after making the request or, if such use is denied, the compensatory time requested shall be paid to the employee at his/her option.

Upon termination of employment, an employee shall be paid for unused compensatory time at a rate which is the higher of:

1. The final regular rate received by the employee; or
2. The average regular rate received by the employee during the last three years of employment.

In the event of a members' death, all accumulated compensatory time shall be paid to the descendant's beneficiary.

Section E: Stand-by Pay

An employee is entitled to stand-by pay if he/she is required by the Township to stand-by for a possible call out. An employee entitled to stand-by pay shall receive five dollars (\$5.00) per day.

**SECTION 20 - RETIREMENT AND DISABILITY PENSIONS**

Section A:

The employer shall provide for all bargaining unit members continued membership in the Ohio Public Employees Retirement System (PERS).

Section B:

The employer shall continue to pay the employee's portion of the public employees retirement system (PERS) contribution via the fringe benefit pension pick-up method for those employees hired prior to April 1, 2011. Should the retirement system change the employee's contribution percentage, either party may reopen this article pursuant to the terms of ORC 4117.

Section C:

If the township is required by a change in the Ohio Revised Code or Ohio Administrative Code to discontinue the fringe benefit pension pick-up plan, they shall also increase the top pay step by 8.8 percent (8.8%).

**ARTICLE 21 - PROMOTIONS**

Whenever an employee works in a higher job classification than his regular job classification, he shall be paid the higher job classification's wage for two hours or for actual hours worked, whichever is greater.

**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023**

An employee may be promoted to a higher job classification through the following procedure:

1. An interested employee may apply to the Administrator for a promotion to a specified job classification.
2. The Administrator shall then determine whether the employee has demonstrated proficiency in all aspects of the higher job classification, and whether his work record justifies the requested promotion.
3. The Administrator shall submit his recommendation to the Board of Township Trustees, who shall consider the requested promotion on the grounds of proficiency in all aspects of the job classification, overall work record, and seniority.
4. In the granting of any promotion or any hiring, the Township Trustees may set a probationary period, during which any promotion or hiring may be rescinded by the Township Trustees for unsatisfactory work performance. Should a promotion be so rescinded, the affected employee would return to his prior job classification.

**ARTICLE 22 - ROAD DEPARTMENT FOREMAN**

The Road Department Foreman will carry out his normal duties and directly supervises three employees in the Road Department. Carries out supervisory responsibilities in accordance with the organization's policies and applicable law. Responsibilities include training employees, planning, assigning, and directing work, addressing complaints and resolving problems.

**ARTICLE 23 - CONTRACT ADMINISTRATION**

For the purpose of effective contract administration, a designated member of the bargaining unit shall be permitted to use a reasonable amount of work time as necessary, to address matters pertaining to this agreement as it affects other employees in the unit.

**ARTICLE 24 - SCOPE OF AGREEMENT**

This agreement is the total agreement between the Township and its Employees and all previous agreements are hereby invalidated.

**ARTICLE 25 - LONGEVITY**

All full-time employees of Weathersfield Township Road Department shall be entitled to longevity pay after one (1) year of service. This will be an annual lump sum payment in separate checks and will be paid on the first pay in December. Longevity payments will be made as follows:

**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023**

**Seniority Amount**

1 – 4 years	\$ 100.00
5 years	\$ 350.00
6 years	\$ 350.00
7 years	\$ 350.00
8 years	\$ 350.00
9 years	\$ 350.00
10 years	\$ 600.00
11 years	\$ 600.00
12 years	\$ 600.00
13 years	\$ 600.00
14 years	\$ 600.00
15 years	\$ 850.00
16 years	\$ 850.00
17 years	\$ 850.00
18 years	\$ 850.00
19 years	\$ 850.00
20 years	\$1,100.00
21 years	\$1,100.00
22 years	\$1,100.00
23 years	\$1,100.00
24 years	\$1,100.00
25 or more years	\$1,400.00

**ARTICLE 26 - PERIOD OF AGREEMENT**

This agreement shall continue in force and effect for three (3) years from its effective date of January 1, 2021 through December 31, 2023 and shall constitute the entire agreement between the Township and its employees.

This agreement concludes the collective bargaining for its term, subject only to a desire by both parties to agree mutually to amend or supplement it at any time.

Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023

SIGNATURE PAGE

Signed and dated at Weathersfield Township, Ohio, on this 10<sup>th</sup> day of November 2020.

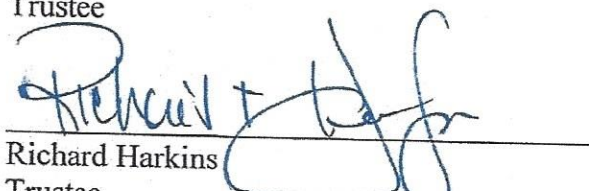
**Weathersfield Township**



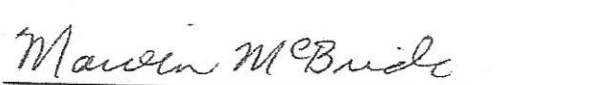
David Rouan  
Administrator



Steven Gerberry  
Trustee

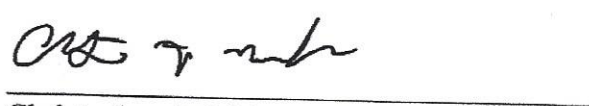


Richard Harkins  
Trustee



Marvin McBride  
Trustee

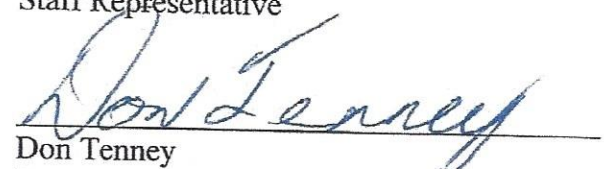
**Ohio Civil Service Employees Association**



Christopher A. Mabe  
President



Jeff Freeman  
Staff Representative



Don Tenney  
Bargaining Committee Member

**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023**

**APPENDIX A – DRUG-FREE WORKPLACE POLICY**

**Purpose and Goal**

Weathersfield Township is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment. Weathersfield Township encourages employees to voluntarily seek help with drug and alcohol problems.

**Covered Workers**

Any individual, who conducts business for the Weathersfield Township, is applying for a position or is conducting Weathersfield Township business on Weathersfield Township's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to managers, supervisors, full-time employees and part-time employees.

**Applicability**

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for Weathersfield Township. Therefore, this policy applies during all working hours, whenever conducting business or representing Weathersfield Township.

**Prohibited Behavior**

It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor) to avoid unsafe workplace practices.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications.

Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

**Notification of Convictions**

Any employee who is convicted of a criminal drug violation must notify Weathersfield Township in writing within five calendar days of the conviction. Weathersfield Township will take appropriate action within 30 days of notification. Federal contracting agencies will be

**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023**

notified when appropriate.

**Searches**

Entering Weathersfield Township's property when going to work constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of lockers, desks and workstations and vehicles and equipment.

**Drug Testing**

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

All drug-testing information will be maintained in separate confidential records.

Each employee, as a condition of employment, will be required to participate in pre-employment, post-accident, reasonable suspicion, return-to-duty and follow-up testing. An Alcohol reading of 0.04 or less is not considered positive test.

The substances that will be tested for are: Amphetamines, Cannabinoids (THC), Cocaine, Opiates and Phencyclidine (PCP).

Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

Any employee who tests positive will be subject to a disciplinary hearing immediately.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

**Consequences**

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may not reapply.

If an employee violates the policy, he or she will be disciplined severely.

**Assistance**

Weathersfield Township recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of



**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023**

rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.

Treatment for alcoholism and/or other drug use disorders will be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee once the insurance limits are reached.

**Confidentiality**

All information received by the Weathersfield Township through the drug-free workplace program is a confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

**Shared Responsibility**

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.

**Communication**

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program, all employees will receive a written copy of the policy. In addition, all will receive annual training.

**Collective Bargaining Agreement between Weathersfield Township and the Ohio Civil Service Employees Association, January 1, 2021 through December 31, 2023**

**APPENDIX B – CURRENT HEALTH PLAN, DENTAL PLAN, & VISION PLAN**

<b>P1580-500 Double Deductible Rx B</b>	<b>IN-NETWORK</b>
<b>Grandfathered Plan</b>	N
<b>Network</b>	SuperMed Plus
<b>Benefit Period Deductible (Single/Family)</b>	\$500/\$1,000
<b>Maximum Out of Pocket Including Deductible</b>	\$2,000/\$4,000
<b>Office Visit Copay</b>	\$15
<b>Urgent Care Copay</b>	\$50
<b>Specialist Copay</b>	\$30
<b>Coinsurance (member liability)</b>	20%
<b>Emergency Room Copay</b>	\$200
<b>Prescription Drugs</b>	Retail: \$10/\$30/\$60 Mail: \$30/\$90/\$180, Generic Incentive, Mail Incentive