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CONTRACT BETWEEN

WARREN TOWNSHIP TRUSTEES

WARREN TOWNSHIP ROADS DEPARTMENT

AND

OHIO CIVIL SERVICE EMPLOYEES ASSOCIATION

AFSCME, LOCAL 11, AFL-CIO

January 1, 2012

Through

December 31, 2014

31

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ARTICLE 1

AGREEMENT

1.01

This Agreement entered into by the Warren Township Trustees, hereinafter referred to as the "Employer" and the Ohio Civil Service Employees Association, Local 11, AFSCME, AFL-CIO, hereinafter referred to as the "Union", 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 conditions of employment.

ARTICLE 2

STATEMENT OF PURPOSE

2.01

It is the intent and purpose of the parties hereto that this Agreement shall provide for orderly, harmonious, and cooperative employee relations in the interest, not only of the parties, but of the citizens of Warren Township. Toward this end, the parties hereto agree to devote every effort to assure that the Employer and the Union members and officers will comply with the clear provisions of this Agreement.

ARTICLE 3

RECOGNITION

3.01

For purposes of this Agreement, the Employer recognizes the Union as the sole and exclusive bargaining agent and representative for all employees of the Warren Township Roads Department. "Bargaining Unit" is defined as all full-time employees in the following classification Labor/Driver.

3.02

Checkoff

The Employer will deduct membership dues payable to the Union, upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form mutually agreed to by the Union and the Employer.

The Employer will also deduct bi-weekly voluntary contributions to the Union's political action committee (P.E.O.P.L.E.), upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form mutually agreed to by the Union and the Employer.

Employees recalled from temporary or seasonal lay-off or returning from leave of absence shall resume payroll deduction of dues or fair share fees, commencing with the first pay period of work.

Fair Share Fee

Any bargaining unit employee who has served sixty (60) days and who has not submitted a voluntary membership dues deduction authorization form to the Employer shall, within thirty (30) calendar days following the effective date of this Agreement as a condition of continuing employment, tender to the Union a representation service fee. The amount shall not exceed the regular bi-weekly dues uniformly assessed all members of the Union, representing only the employee's proportionate share of the Union's costs for services in negotiating and administrating the Agreement, but not necessarily including any fees, charges or assessments involving political contributions. The Union may provide an internal rebate procedure.

When an employee enters the bargaining unit for any reason, the Employer shall notify the employee of this Article and provide the employee the appropriate deduction forms. All appropriate deductions begin after sixty (60) days of service.

Maintenance of Membership

All employees in the bargaining unit who, on the effective date of this Agreement, are members of the Union and all employees who thereafter become members shall, as a condition of employment, remain members of the Union for the duration of this Agreement.

Indemnification

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken as a result of the Union under the provisions of this Article.

ARTICLE 4

REPRESENTATION, CONSULTATION AND NEGOTIATION

4.01

The Employer agrees that no more than one (1) non-employee officers and representatives of the Union shall be admitted to the Employer's facilities and sites during working hours upon reasonable advance notice to the Employer. Such visitations shall be for the

purpose of ascertaining whether or not this Agreement is being observed by the parties to participate in the adjustment of grievances and attend other meetings covered herein. The Union agrees that such activities shall not interfere with the normal work duties of employees except to the extent otherwise authorized herein. The Employer reserves the right to designate a reasonable meeting place and to provide a representative to accompany the Union officer or representative where safety requirements do not permit unlimited access to the facilities or sites.

4.02

The parties agree to consult and negotiate in good faith on matters concerning the terms and conditions of employment 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 and through representatives authorized to take effective action at reasonable intervals and at reasonable times and places at the request of either party.

Except in case of emergency or upon waiver of notice by the other party, a 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 meeting to consult and negotiate.

4.03

The Employer agrees to reimburse not more than two (2) bargaining unit members of the Union who are appointed as representatives to serve on the Union Bargaining Committee for the time spent in actual meetings with the Employer to re-negotiate this Agreement where such meetings take place during such members' regularly scheduled straight-time hours on the days in question. Should these meetings start prior to, or extend beyond the members' regularly scheduled straight-time hours on the days in question, the Employer shall not be obligated to pay for such additional hours. The Employer will not reimburse members for any expense incurred in fulfilling their positions as representatives on the Union Bargaining Committee. The Executive Director of the Union will notify the Employer in writing of the names of members selected to serve on the Union Bargaining Committee prior to the first scheduled date.

Members so selected will notify their immediate supervisors of their selection, and of all scheduled negotiation dates, as soon as such information is made known to the selected members.

4.04

In addition to the above-mentioned consultation and negotiations meetings, the Employer or his designated labor relations representatives and the Executive Director of the Union or his designated staff representatives shall meet as often as necessary but not more frequently than monthly, at a mutually agreed upon time and place. Not more than two (2) member-employees may also attend such meetings.

The purpose of such meetings shall be to:

A. Discuss the administration of the Agreement:

B. Discuss grievances which have not been processed beyond the pre-arbitration steps of the grievance procedure when such discussions are mutually agreed to by the parties;

C. Notify the Union of changes made or contemplated by the Employer which may affect members of the Union; jointly discuss the need for upgrading the current employees, in terms of providing and/or identifying training and educational opportunities to meet the future needs and programs of the Employer and thereby reduce the likelihood of changing skill requirement not being met by current personnel;

D. Disseminate general information of interest to the parties; and

E. Give the Union representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members, including alleged inequities in treatment of employees in the bargaining unit.

As a courtesy and to facilitate the adjustment of work schedules, the Union's representatives will personally notify their immediate supervisors of the dates and times of such meetings, immediately upon the parties reaching mutual agreement as to the date and time of any such meeting.

Written responses promised by the Appointing Authority or his designated representative during such meeting to items raised by the Union representatives will be submitted to the Union's top representative who attends such meeting by the Appointing Authority or his designated representative within ten (10) work days after such meeting, unless the parties mutually agree to a time extension.

Should these meetings start before or extend beyond the representative's regularly scheduled straight-time hours on the day in question, the Employer shall not be obligated to pay for such additional hours.

Section 4.04 refers only to the formal, monthly meeting between the Employer's and the Union's representatives. Nothing in this Section is intended to prohibit additional, informal meetings between the Employer and the Union representatives where there is mutual agreement of the necessity of such meetings.

4.05

Consultation, negotiations and other representation activities necessary to further the purposes of this Agreement are recognized as a proper part of the conduct of the Employer's business and shall normally take place during duty hours. Employees representing either the Employer or the Union in these joint activities shall be given sufficient time during duty hours, without loss of pay or other benefits, to perform these functions.

4.06

The Employer agrees to keep the Union informed on request for specific information of all matters having an effect upon the employment relations and/or working conditions of the employees in the bargaining unit.

4.07

Duly elected Union delegates or alternates to the annual conventions or President's Conferences of the Union, who are members in the bargaining unit, shall be granted time off, without pay, for the purpose of participating in such Conventions, provided not more than one-half (1/2) of the work force is effected. The Union will limit this provision to one (1) delegate and one (1) alternate. The Union shall give the Employer at least one (1) calendar month written notice of the members who will be attending such functions.

ARTICLE 5

NON DISCRIMINATION

5.01

No person or persons or agencies responsible to the Employer nor the Union and its officers and members shall discriminate for or against any employee on the basis of race, religion, color, national origin, sex, marital status, employee organization or political affiliation, age or for the purposes of evading the spirit of this Agreement. The Employer and the Union agree to abide by the provisions of applicable Federal, State and Local laws and executive order regarding these matters.

5.02

The Union and the Employer agree that membership in the Union shall be open to all employees of the Employer in accord with the recognition clause in 3.01 regardless of race, color, religion, national origin, sex, marital status, political affiliation or age. The Employer will do nothing to discourage its employees from membership in the Union.

ARTICLE 6

CORRECTIVE ACTION AND PERSONNEL FILES

6.01

The tenure of every employee of the Employer shall be during good behavior and efficient service. No member shall be reduced in pay or position, suspended, discharged or removed except for just cause. Nor shall the Employer take any form of corrective action against

any member in the bargaining unit except for just cause.

6.02

The Employer agrees that the principles of progressive corrective action will be followed with respect to minor offenses where such action is deemed appropriate, one or more written reprimands prior to any suspension for subsequent offenses; thereafter, more severe progressive correction action may be taken. The Employer will give copies of all written corrective actions taken to the affected member and to the Union's appropriate field representative immediately upon their publication.

Any objections to or allegations regarding such corrective action or documents by the affected member may be pursued through the Grievance Procedure and Arbitration as provided herein.

6.03

Written reprimands will cease to have any force and effect and will be removed from the employee's personnel files one (1) year after the effective date of the reprimand providing there are no intervening reprimands during the one (1) year period.
Suspensions will cease to have any force and effect and will be removed from the employee's personnel files eighteen (18) months after the effective date of the suspension, providing there have been no intervening reprimands or suspensions.

6.04

The Employer shall maintain an official file on every employee within the bargaining unit. On appropriate request by an employee, the employee shall be permitted to examine his official record at any reasonable time in the presence of a representative of the Employer and to have placed in such file non-derogatory memoranda offered by the employee. The Employer shall take all reasonable precautions to insure the confidentiality of the personnel files.

Association representatives may review an employee's personnel file at reasonable tines in the presence of a representative of the Employer and when accompanied by the employee, or if the representative has written authorization from the employee.

ARTICLE 7

APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES, AND DIRECTIVES

7.01

The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority, to regulate the personal conduct of employees and the

conduct of the Employer's services and programs.

7.02

The parties recognize that it is the philosophy of the Employer that, to the extent possible, employees will be put on notice, in writing and in advance of any alleged violations, of the conduct expected of them by the Employer and by their fellow workers. The parties further understand that it is the interest of the Employer to protect the rights and well-being of all employees of the Employer, while not unduly restricting the generally accepted individual rights of any employee. Therefore, the Employer counter-promulgate written work rules in an attempt to establish standards of personal conduct. The Union does not acknowledge unwritten work rules.

7.03

The Employer agrees that every member at each facility shall have access to the work rules for the duration of this Agreement. Copies of newly established work rules, or amendments to existing work rules will be furnished to and discussed with the appropriate non-employee Union official at least fifteen (15) work days prior to the effective date of such rules or amendments. Should any work rule conflict with law or with specific provisions of this Agreement, such rules shall be invalid to the extent of this conflict.

7.04

It is the Employer's intention that work rules, policies, and directives are to be interpreted and applied uniformly to all employees under similar circumstances. Any member against whom such rules, policies and directives are enforced, may challenge the reasonableness or uniformity of their application or interpretation as to him or her through the Grievance Procedure and Arbitration provisions of this Agreement.

7.05

Within thirty (30) days from the adoption of this Agreement, the Employer shall furnish to the Union a copy or copies of its existing written work rules and shall appoint a committee of two (2) persons to meet and work with a two (2) member committee of the Union to review said rules. The Employer committee and the Union committee shall jointly report to the parties the present status of the rules and any suggestions which they might have for possible changes in, deletions from or additions to the rules and their suggestions shall become the subject of collective negotiations between the parties under the procedures under Article 4 of this Agreement. Employees participating in this joint activity shall be given sufficient time during duty hours, without loss of pay or other benefits, to perform these functions.

ARTICLE 8

GRIEVANCE PROCEDURE

8.01

The word "grievance" as used in this Agreement refers to an alleged failure of the Employer to comply with law or with the provisions of this Agreement, or any other complaint or dispute concerning employee relations, working conditions and/or unjust or inequitable treatment.

8.02

A grievance, under this provision, may be brought by any employee who is in the bargaining unit. Where a group of union members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group will process the grievance.

8.03

The Union will designate not more than two (2) unit stewards who are members of the Union and within the employ of the Employer. Should new facilities be established and/or bargaining unit employment increase during the life of this Agreement or any extensions thereof, upon notification to the Employer by the Union, negotiations will commence immediately to discuss the need for additional unit stewards.

The Union shall designate the jurisdictional areas for the unit stewards. Jurisdictional, areas will comprised of an equal number of employees as is consistent with the geographical location of the work units covered.

The Union shall notify the Employer in writing of the name of the unit stewards and their respective jurisdictional areas within thirty (30) days after the stewards are appointed. Any changes thereafter will be forwarded to the Employer by the Union as soon as the changes are made.

8.04

A member of the Union may choose to have his appropriate unit steward represent him beginning with Step one of this Grievance Procedure. If a member brings any grievance to the Employer's attention beginning with Step One without first having notified an appropriate unit steward, the Employer representative to whom such grievance is brought shall not discuss the matter until either he or the member has personally (verbally or in writing) notified an appropriate unit steward and given such steward an opportunity to be present in such discussion. This notification requirement shall not apply, however, to informal verbal attempts to resolve a

grievance prior to Step One.

8.05

Members will always first attempt to resolve a grievance informally with their immediate supervisor at the time the incident(s) which led to the grievance occur or are first known to the member.

8.06

A member may be given a reasonable time to consult with his appropriate unit steward during working hours relative to a grievance matter after first notifying his or her immediate supervisor of his desire. The member need not reveal to his or her supervisor the nature of the potential grievance matter. The member's supervisor will arrange a meeting to take place as soon as possible for the member with his appropriate unit steward. Employees will be permitted a reasonable amount of time to investigate and process grievances during their regularly scheduled hours of employment. The investigative and processing time will not be abused by the member, his appropriate unit steward, or the Employer. In a group grievance, discussed in Section 2 of this Article, only one (1) of the member-grievants' shall be in pay status during the investigative and processing steps provided by this Article.

8.07 Grievance Procedure Steps

The following are the implementation steps and procedures for handling the members' grievances:

A. Preliminary Step - An employee having a grievance will first attempt to resolve it informally with his or her immediate supervisor at the time the incident(s) giving rise to the grievance occurs. At this Step, there is no reason to put the grievance in writing, no report needs to be submitted by the supervisor (unless the Employer has a policy calling for such) and there shall be no appropriate unit steward present (see 8.04 of this Article). If the employee is not satisfied with the response from his immediate supervisor at this Step, he may pursue the formal steps which follow.

B. Step One - Supervisor

1. An employee having a grievance shall present it verbally to his or her supervisor, or the designated supervisory representative, within ten (10) of the member's working days after the event or circumstances giving rise to the grievance occurred. Grievances submitted beyond the ten (10) working days time limit need not be honored, although they will be processed through this procedure if the time limits are waived at this step.

2. At this verbal discussion, the employee-grievant may bring with him one (1) other employee. Such additional member may be the appropriate unit steward.

3. At the conclusion of this verbal discussion, the immediate supervisor will respond to

the grievant within twenty-four (24) hours in writing.

C. Step Two - One Board Member

1. Should the employee-grievant not be satisfied with the written answer he or she received in Step One within ten 10) working days after his or her receipt thereof, he or she may submit the original of the grievance form and one (1) copy to the Employer and request that a meeting contemplated by this Step Two be scheduled.

2. Upon receipt of the original and one (1) copy of the written grievance form the Employer shall have them time-stamped to show the date of his or her receipt of them and shall schedule a meeting to be held within five (5) working days to discuss the grievance.

3. Prior to a Step Two meeting, the Employer or his designated representative shall make a thorough investigation of the circumstances and allegations surrounding the grievance. Such investigation may include the taking of witness statements, reviewing all available written reports, answers at the prior steps, corrective action reports, assignment sheets, time records, written instructions, policies, rules and regulations, and all other information pertinent to the grievance.

4. The Grievant and the appropriate unit steward will attend the meeting at this step. In addition, the grievant may choose a non-employee, duly-accredited representative of the Union to attend the meeting.

5. The Employer shall render his decision in writing on both copies of the grievance and return a copy to the employee-grievant and to the appropriate field representative of the Union within fifteen (15) working days after the meeting with the member-grievant.

8.08

It is the Employer's and the Union's intention that all time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful responses at each Step, however, the employee-grievant and the Employer's designated representative may mutually agree, at any Step, to short time extensions for the Employer's answer. In the absence of such mutual extensions, the employee-grievant may, at any Step where a response is not forthcoming within a specified time limits, move the grievance along to the next step in the procedure and proceed therein as though the answer at the prior Step had been given and was unsatisfactory.

8.09

In each Step of the Grievance Procedure outlined in Section 8 of this Article 8, certain specific representatives are given approval to attend the meeting therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the Grievance Procedure it may be beneficial that other

representatives not specifically designated, be in attendance. Therefore, it is intended that either party may bring additional representatives to any meeting in the Grievance Procedure, but only upon advance mutual agreement among the parties specifically designated to attend provided that such additional representative or representatives has input which may be beneficial in attempting to bring resolution to the grievance.

8.10

The Department and the Union shall develop jointly a grievance form.

The jointly-developed grievance form will be made readily available to all bargaining unit members at each facility of the Employer.

The appropriate officer of the Employer will assign a consecutive number to each grievance and will maintain a log book available on request to the Union, to account for each number assigned.

8.11

An employee with a grievance who chooses another employee who is employed at the same facility, office or bureau to attend meetings or discussions, may do so at each step of the grievance procedure during regularly assigned working hours without loss of pay or time to that employee provided:

A. An "emergency" situation does not exist requiring their presence at their assigned work station; and

B. Arrangements have been made, and approved by their supervisor, to have their assigned work area properly "covered" during their absence. It is expected that the privilege will not be abused and that approval will not be unreasonably withheld.

8.12

ARBITRATION - The steward shall notify the Appointing Authority and the Executive Director of the Union within ten (10) 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 will 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.

ARTICLE 9

WAGES AND HOURS

9.01

Bargaining unit employees will be paid the following hourly wages for the classification of Laborer/Driver.

Effective January 1, 2012:
Laborer/Driver hourly rate of $17.25

Effective January 1, 2013:
Laborer/Driver hourly rate of $17.25

Effective January 1, 2014:
Laborer/Driver hourly rate of $17.25

The parties agree that either the Union or Employer may initiate a wage and insurance reopener during the second year of this Agreement. Wages are limited to the hourly rate as defined in Article 9.01 and insurance is limited to the employee premium contribution as defined in Article 19.01. Notice of intent to reopen negotiations during the second year must be sent no later than May 1, 2013 and any agreed upon contract changes shall take effect July 1, 2013.

Starting Rate for Laborer/Driver Only

Starting Rate - $9.00
After 3 months - $10.00
After 6 months - Maximum

9.02

One and one-half (1-1/2) times the employee's regular straight time rate shall be paid for or shall have compensation for time granted for:

A. Hours worked in excess of forty (40) in one week;
B. Hours worked on Saturday and Sunday; if over forty (40) hours.
C. All hours worked in excess of eight (8) hours in one day.
D. Call-in-pay -- Employees who are called to work outside of their regularly scheduled shift shall be guaranteed four (4) hours of show-up pay at one and one-half (1-1/2) times the employees regular rate after 2.75 hours of arrival.
E. Call-in defined: When an employee is called to work outside of his regularly scheduled shift, due to an emergency situation, the employee is required to perform the specific duty needed to remedy the emergency. When the emergency situation has been alleviated, the

employee is to be released from his duties, without being given "non-essential" duties, which are given only to lengthen the time spent on the job. Any such assignments shall be judged punitive, and grievable by the employee.

F. The employee at his option may choose compensatory time for any over-time worked to a maximum of eighty (80) hours per calendar year. Usage must be approved by Road Supervisor.

G. All unused comp. time will be paid by the first pay period in January.

9.03

Work schedules are defined as member's regularly assigned hours of the day and day of the week, and shift assignments.

Employees who are called to work outside of their regularly-scheduled shift and cannot be reached for emergency work shall not be subject to discipline.

Permanent changes in work schedules shall be made only to meet the operational needs of the Employer and shall not be made arbitrarily. A minimum of five (5) work days written notice will be provided to members affected by a work schedule change, except when changes are necessitated by unforeseen situations; however, a member will not be required to change his posted schedule solely to avoid the payment of premium pay to such member.

9.04

In the absence of the Superintendent the most senior employee will be paid a dollar ($1.00) an hour above his/her current wage if the Superintendent is absent from his position in excess of four (4) hours. The senior employee will be paid for eight (8) hours at the higher rate.

ARTICLE 10

VACANCIES, PROMOTIONS, AND TRANSFERS

10.01

It is the policy of the Employer to provide employees with an opportunity to be promoted and transferred. Therefore, when a vacancy occurs in a full-time position in the bargaining unit, the Employer shall post a notice, indicating the position vacancy, also hourly wage scale or salary, on appropriate bulletin boards for a period of at least five (5) calendar days (not including the day of posting). Interested full-time employees may have their applications considered by filing a written statement, on forms provided by the Employer, within the first five (5) calendar days of the posting (not including the day of the posting). It is understood that the Employer will decide when a vacancy exists or is imminent, and that such vacancy will not be posted until the Employer has approved that the vacancy will be filled; once the job has been posted, however, it will be filled pursuant to this Article and within two (2) calendar weeks after the end of the posting period.

10.02

All applicants for promotion or transfer must meet the following criteria:

A. Minimum job qualifications.

B. Familiarity with the required duties of the new position including past work history in the same or related position for any employer.

C. Physical ability to do the work required by the job requirements.

When qualifications are relatively equal, seniority will control. "Seniority" for purposes of promotions and transfers as provided in this Article shall be defined as bargaining unit seniority. Where two (2) or more top seniority applications have equal seniority as defined above, their seniority for promotion and transfers shall include total service in the employ of the Warren Township Roads Department.

10.03

When an employee is advanced by the Employer to a higher classification, his new pay rate will become effective no later than the date of his advancement. If the newly promoted employee is deemed not suitable for the position he/she has been promoted to, the employee will be given the opportunity to return to his previously held position and salary.

10.04

The Employer shall prepare and maintain seniority lists of bargaining unit employees. The lists shall contain each employee's name, his classification seniority date, and his total seniority. Members shall have thirty (30) calendar days from the date of the posting to inform the Employer of alleged errors in the dates posted.

10.05

Newly created positions not now within the Warren Township Roads Department, shall not be created without first consulting with the Union to determine whether or not it is a bargaining unit position.

ARTICLE 11

LAYOFF AND RECALL

11.01

Whenever the Employer determines that a lay-off is necessary the Employer shall notify the Union and the affected employees at least fourteen (14) calendar days in advance of the date of lay-off.

11.02

Employees shall be laid off in the following order:

1. New hires who have not completed the probationary period.
2. Seniority employees on the basis of inverse order of seniority.

11.03

Employees who are laid off may request and receive payment for earned but not used vacation benefits. This payment shall be made within one hundred twenty (120) days from date of lay-off.

11.04

Recall from lay-off shall be made in inverse order of lay-off, that is, the last employee laid off shall be the first recalled. Employees shall retain recall rights for a period of twenty-four (24) months from the date of lay-off.

11.05

Seniority, for the purpose of this Article, shall be defined as length of continuous service with the Warren Township Roads Department, in a bargaining unit classification.

ARTICLE 12

SICK LEAVE AND INJURY LEAVE

12.01 - General

All employees shall accrue sick leave credits at the rate of (1 1/4) work days per completed month service and sick leave accrued, but not used or converted as hereinafter provided in any year, shall be cumulative without limit. Employees who are granted their leave of absence with pay or without pay for sick leave at the regularly prescribed rate during such absence, but such accrual shall not be available to such employee until return from leave. Sick leave credits will not accrue during a period of suspension or other types of leave without pay.

12.02

Sick leave shall be granted to employees who are unable to work because of illness or injury to the employee or a member of his/her immediate family or because of medical appointments or other ongoing treatment. The definition of "immediate family" for purposes of this Article shall be: spouse, significant other who resides with the employee, child, grandchild, parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, brother, sister, brother-in-law, sister-in-law, or legal guardian or other person who stands in place of a parent.

Employees who are off three (3) consecutive days or more may be requested to supply a doctor's statement.

Employees who are off thirty (30) days or more for injury shall be required to take a physical examination prior to his return to work.

12.03 - Employee's Responsibility

An employee on sick leave shall inform his immediate supervisor of the fact, within thirty (30) minutes of the starting time, except in case of provable inability to make a telephone call, and provided further that the call shall be made as soon as possible thereafter.

12.04 - Fraction of a Day

Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in amounts of not less than one (1) hour increments.

12.05 - Sick Leave on Retirement or Death

Sick leave may be accumulated in accordance with State Statute up to a maximum of 180 days. Upon retirement or death, the employee may receive the pay equivalent to 100% of the time so accumulated, but not to exceed ninety (90) days. This may be paid in a lump sum, or, if circumstances due to budget difficulties, may be made in two (2) equal payments, first payment upon separation from employment, second payment within one hundred eighty (180) days of first payment.

12.06 - Sick Leave/Attendance Bonus

Employee will receive an attendance bonus for not missing any sick days each quarter of the year. A fifty dollar ($50.00) bonus will be paid to eligible employees in the first pay period of the following quarter. Employees will receive and additional one hundred dollars ($100.00), payable in the first pay period of the following year, if they were eligible every quarter for a total yearly incentive of three hundred dollars ($300.00).

ARTICLE 13

VACATIONS

13.01

All employees shall be granted the following vacations with pay each anniversary year based upon accumulated length of continuous service as follows:

Length of Service		Length of Vacation
A.	1 year but less than 2 years	1 week (40 hours)
B.	2 years but less than 8 years	2 weeks (80 hours)
C.	8 years but less than 14 years	3 weeks (120 hours)
D.	14 years but less than 20 years	4 weeks (160 hours)
E.	20 years or more	5 weeks (200 hours)

13.02

No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the Employer.

13.03

Vacations shall be taken in minimum increments of one (1) hour. Vacation leave requests submitted shall be awarded on the basis of seniority. Should an employee fail to submit vacation requests twenty-four (24) hours in advance, the granting of vacation leave shall be on a first come, first served basis.

The Employer shall not deny vacation requests unless the vacation would work a hardship on other employees or the Employer.

An employee wishing to change his scheduled vacation shall give the Employer advance notice. All changes in the schedule shall be made on a first come, first served basis.

13.04

Any employee shall have the option of taking the vacation to which he is entitled or pay in lieu of vacation provided working conditions warrant his exercise of this right. Any employee shall have the right to one week per year for the duration of this Agreement.

Any employee shall have the right to carry up to one week of vacation into the next succeeding year.

13.05

Days specified as holidays in this Agreement shall not be charged to an employee's vacation leave.

13.06

An employee is entitled to compensation, at his current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition shall be compensated for any unused vacation leave accrued to his

credit, to the maximum set forth in this Article.

13.07

In the case of the death of an employee, the unused vacation leave to the credit of such employee shall be paid to the deceased employee's spouse, or to the estate of such employee. Employees shall be required to provide written documentation as to the beneficiary for the purpose of this section.

ARTICLE 14

BULLETIN BOARDS

14.01

The Employer shall provide a bulletin board in an agreed upon area of the office for use by the Union to enable employees in the bargaining unit to see notices posted thereon when reporting to or leaving their work stations, or during their rest periods.

ARTICLE 15

HEALTH AND SAFETY

15.01

There is hereby appointed a joint safety and health committee, which shall consist of one (1) member appointed by the Warren Township Trustees and one (1) bargaining unit member appointed by the Ohio Civil Service Employees Association. The purpose of the committee is to establish safe and healthful working conditions and procedures in the Warren Township Roads Department and to encourage all employees to follow said procedures.

15.02

In the event of a dispute between the committee, the Ohio Civil Service Employees Association shall have the right to refer said dispute to the grievance procedure.

15.03

Potential hazards to personnel transporting, handling, warehousing, or distributing any chemicals, toxic substances, shall follow specific protocol as established by the manufacturer or service agency performing the service; and if this protocol is not followed, then the employee will have the right to refuse to comply with the request of the supervisor and subject matter referred to the grievance procedure.

15.04

Hepatitis B vaccinations/inoculation shall be provided to all Bargaining Unit Employees. All hepatitis B vaccinations/inoculations and related medical procedures pertaining to their administrations are to be made available at no cost to the employees.

15.05

The employer agrees to provide to all bargaining unit employees safety equipment needed to perform their duties, but not limited to, i.e., face masks, protective coveralls, rubber boots, etc.

ARTICLE 16

HOLIDAYS AND PERSONAL LEAVE

16.01 – Department Observance Of Holidays

A. The Department will recognize holidays listed below as paid Holidays:

1.	January 1	New Year's Day
2.	January – 3rd Monday	Martin Luther King Day
3.	February – 3rd Monday	President's Day
4.	May 30	Memorial Day
5.	April – 1st Friday	Good Friday
6.	July 4	Independence Day
7.	September – 1st Monday	Labor Day
8.	October – 2nd Monday	Columbus Day
9.	November 11	Veteran's Day
10.	November – 4th Thursday	Thanksgiving Day
11.	November – 4th Friday	Day after Thanksgiving
12.	December 25	Christmas Day

In the event that any of the recognized holidays falls on a Saturday, the Friday immediately proceeding shall be observed as the holiday. If the recognized holiday falls on a Sunday, the next succeeding day shall be deemed a holiday.

B. If a holiday occurs during an employee's vacation or sick day, the holiday shall not be deducted from the employee's vacation or sick leave pay allowance.

C. When a holiday falls within the regularly scheduled workweek, and if a sixth or seventh day is worked, the holiday shall be considered time worked in computing the number of hours an employee has worked that week.

D. If an employee calls in sick either the day before or the day after a holiday he will be required to supply a doctor's statement to receive holiday pay.

E. Employees shall be granted three (3) personal days each year which are to be taken within the year earned, which shall not be deducted from sick leave. Personal days must be requested 48 hours in advance and approved by the employee's supervisor except in the event of an emergency.

ARTICLE 17

BEREAVEMENT LEAVE

17.01

Three (3) days of bereavement leave with pay will be granted to an employee upon the death of a member of his/her immediate family interpreted for the purposes of this Article to include: spouse, significant other who resides with the employee, child, grandchild, parent, grandparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, or legal guardian or other person who stands in the place of a parent.

One (1) day bereavement leave with pay will be granted to an employee upon the death of a sister-in-law or brother-in-law.

ARTICLE 18

LEAVES OF ABSENCE

18.01

Employees on jury duty or armed forces reserve leave will receive pay for that time which normally would be Roads Department work time, less jury fees and armed forces pay, for the same.

18.02 - Unpaid Leave

The Employer shall grant unpaid leave of absence to employees upon request for the following reasons:

A. Maternity leave of up to six (6) months for female employees only.

B. For an extended illness up to one (1) year, if an employee has exhausted all other paid leave. The employee shall provide periodic, written verification by a medical doctor showing the diagnosis, prognosis and expected duration of the illness. Prior to requesting an extended illness leave, the employee shall inform the Employer in writing of the nature of the illness and estimated length of time needed for leave, with the written verification by a medical doctor. If the Employer questions the employee's ability to perform his/her regularly assigned duties, the Employer may require a decision from an impartial medical doctor paid by the Employer as to

the employee's ability to return to work. If the employee is determined to be physically capable to return to work, the employee may be terminated if he/she refuses to return to work.

The Employer may grant unpaid leave of absence to employees upon request for a period not to exceed one (1) year. Appropriate reasons for such leave may include, but are not limited to: education, parenting (if greater, than ten (10) days), family responsibilities, or holding elective office (where holding such office is legal).

The position of the employee who is on an unpaid leave of absence may be filled on a temporary basis, with a contract employee, for the duration of the leave only. The employee shall be reinstated to the same or a similar position if he/she returns to work within one (1) year. The Employer may extend the leave upon the request of the employee.

If an employee enters military service, his/her employment will be separated with the right to reinstatement in accordance with federal statutes.

Failure to Return from Leave

Failure to return from a leave of absence within three (3) working days after the expiration date thereof may be cause for discharge unless an emergency situation prevents the employee's return and evidence of such is presented to the Employer as soon as physically possible.

ARTICLE 19

INSURANCE

19.01

The employer agrees to provide a hospital, medical, surgical, and prescription drug insurance plan to all full-time employees in the bargaining unit as well as their qualifying respective family members. The Township will not be responsible for reimbursement and/or payment to the employees for any employee or family member's prescription or healthcare insurance benefit co-payment, deductible or non-insured healthcare services, which shall hereafter be paid by the employee. Employees enrolled in the insurance plan will contribute five percent (5%) of the insurance premium through payroll deduction in amounts for employee single coverage, employee w/dependents coverage, employee/spouse coverage, or employee family coverage as determined by the insurance plan. Premium contributions will be reviewed in January and at the June renewal and will be deducted twice monthly from the employee's paycheck. Employees hired after January 01, 2009, and enrolled in the insurance plan will contribute ten percent (10%) of the insurance premium through payroll deduction.

The Employer will create a Health Insurance Committee consisting of the following members:

One (1) representative chosen by the Board of Trustees

One (1) member from the OPBA and chosen by the OPBA membership
One (1) member from the OCSEA and chosen by the OCSEA membership
One (1) non-bargaining unit employee chosen by the non-bargaining unit employees, excluding the Board of Trustees

The purpose of the committee is to assist the Board of Trustees with the renewal process, That is, investigate plan designs and/or policies that may provide a savings in health insurance premium costs. The committee will make recommendations to the Board of Trustees concerning a plan design and/or policy. If the Health Insurance Committee recommends a change in the plan design and/or policy, and the Board of Trustees adopt such changes, all employees shall abide by and agree to accept the plan. A seven day written notice prior to the meeting shall be given to the committee members by the fiscal officer as to the date, time and location of the meeting.

If the Health Insurance Committee is formed without a representative as outlined herein, said committee will continue to function and make its recommendation without the input from the missing representative(s).

19.02

The employer agrees to provide at full premium costs to the employee, a tiered term life insurance plan in the amount of fifty thousand dollars ($50,000) per employee to all full-time employees in the bargaining unit. The tiered coverage shall apply per plan specifications.

19.03

The employer agrees to make available a dental insurance plan to all full-time employees ~~in the bargaining unit and their qualifying respective family members at full premium costs to~~ the employer.

19.04

Liability insurance shall be provided at the current rate of coverage for all effected employees.

19.05

Insurance Opt-Out Procedure

If an employee is covered by their spouses hospitalization and medical service coverage, said employee shall be eligible for the following cash payment, upon providing proof of coverage along with a written request to the township trustees:

Coverage Change	Semi-Annual Payment
Waiver of Coverage on all Hospitalization/Prescription and	$750.00

Medical Services

Payments made under this section shall be made in the pay period closest to June 30th and December 31st of each year.

An employee can opt back into coverage upon proof of an extenuating circumstance at which time the employee shall be placed immediately back onto the insurance. If the employee opts back in for any reason, the semi-annual payment for that period shall be forfeited in full. An employee shall also have the option of reinstating insurance coverage at the annual anniversary date by providing the township trustees with a minimum of thirty (30) calendar days notice.

ARTICLE 20

MISCELLANEOUS

20.01

Members shall receive full pay for regularly scheduled working hours on any day when a member is required to appear before any court for jury duty by the United States or Ohio courts. Any fees received by a member for such activity shall be remitted to the Employer, unless such duty is, performed outside scheduled working hours for such members.

ARTICLE 21

SAVINGS CLAUSE

21.01

Should any part of this Agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, the remainder of the Agreement will not be affected thereby, but will remain in full force and effect. In the event any provision is thus rendered invalid, upon written request of either party, the Employer and Union will meet promptly and negotiate a mutually satisfactory modification within ninety (90) days.

ARTICLE 22

REIMBURSEMENT POLICY

22.01 Reimbursement Policy/Steel Toed Boots

Employees shall be reimbursed up to one hundred and fifty dollars ($150.00) annually for the purchase of steel toe boots, i.e., summer and winter insulated. Reimbursement shall comply with all federal and state regulations.

22.02 Reimbursement Policy/Travel

Warren Township's travel policy will be adhered to for any business travel.

ARTICLE 23

DRUG-FREE SAFETY PROGRAM (DFSP)

23.01

The Drug-Free Safety Program (DFSP) sponsored by the Ohio Bureau of Workers' Compensation (OhioBWC) is a rate program that offers a premium discount to eligible employers for implementing a loss-prevention strategy to address workplace use and misuse of alcohol and other drugs, including prescription, over-the-counter and illegal drug abuse within the context of a holistic safety program. Warren Township would like to begin participation in the OhioBWC-DFSP program to help save on premiums. The program requirements are detailed on the OhioBWC website at:

http://www.ohiobwc.com/employer/programs/dfspinfo/dfspdescription.asp.

Warren Township is asking that the OCSEA and road department employees commit to working with the employer to implement the appropriate work rules and policies, meeting the OhioBWC-DFSP requirements.

ARTICLE 24

DURATION OF AGREEMENT

24.01

This agreement shall be effective 12:00 a.m. on January 1, 2012 and shall remain in full force and effect until 11:59 p.m. on December 31, 2014.

Signatures

Christopher A. Mabe
President
OCSEA/AFSCME Local 11

Terry Ambrose
Warren Township Trustee

George L Yerkes
Staff Representative
OCSEA/AFSCME Local 11

Kay Anderson
Warren Township Trustee

Richard Case
Negotiating Team Member

Cheryl Zaben
Warren Township Trustee