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AGREEMENT
Between

BOARD OF WEST CHESTER TOWNSHIP TRUSTEES,
BUTLER COUNTY, OHIO

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
OHIO COUNCIL 8 AFL-CIO

June 1, 2012 to May 31, 2015

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PREAMBLE

This Agreement, entered into by West Chester Township, Ohio, hereinafter referred to as the "Employer" or "Township" and the American Federation of State County and Municipal Employees Ohio Council 8, AFL-CIO, hereinafter referred to as "AFSCME" or "Union," has as its purpose to comply with the requirements of Chapter 4117 of the Ohio Revised Code.

ARTICLE 1

Recognition

Section 1. The Employer recognizes the Union as the sole and exclusive representative for all full time Employees of the Employer in the certified bargaining unit defined as follows:

Included: All full-time Employees in the Service Department (Cemetery, Park, Road and Maintenance) in the classification of Facility Service Technicians, Mechanics and Labor/Operators.

Excluded: All management and supervisory employees (including Foremen) as defined by Revised Code Chapter 4117, and all other Employees.

Section 2. Whenever the word "Employee" or "Bargaining Unit" is used in this Agreement, it shall be deemed to mean the Employee(s) in the bargaining unit covered by this Agreement.

ARTICLE 2

No Discrimination

Section 1. There shall be no discrimination by the Employer or the Union against an Employee on the basis of such Employee's membership or non-membership in the Union.

Section 2. No provision of this Agreement will be used or construed to prevent, impede or preclude the Employer from satisfying its legal obligations as determined by the Employer under the Family and Medical Leave Act or to accommodate a disabled worker under the ADA or Ohio or Federal handicap law.

ARTICLE 3

Union Activity, Visitation and Bulletin Boards

Section 1. Upon reasonable notification and approval by the Department Head or his Designee, a representative of the Union shall have access to the Employer's premises for the purpose of conferring with management, delegates of the Union and/or Employees for the purpose of administering this Agreement and providing that the Employer's operation shall not be impaired.

Section 2. The Township will provide a bulletin board at the Service Department Building for use by the Union and bargaining unit Employees. The Township may post notices on the board of matters relating to vacancies within the Township. The Union may post on the board notices relating to recreational and social events applicable to bargaining unit Employees; elections or election results; general membership meetings and other related business meetings and general Union business of interest to bargaining unit Employees. The Employer may remove any notice posted that attacks another employee, contains derogatory attacks upon the Employer or another organization, or contains comments regarding a candidate for public or union office.

Section 3. No insignia which has not been authorized by the Employer shall be worn on Employee uniforms.

Section 4. No Union business may be conducted during work time without the prior approval of the Employer.

Section 5. The Employer shall endeavor to allow Union representatives to utilize available paid time off (holidays, compensatory time or vacation time) to attend to Union business, seminars, conferences, conventions or meetings.

ARTICLE 4

Associates/Union Business

Section 1. The Union is authorized to select three(3) stewards to conduct approved Union business for the bargaining unit. The steward, upon giving reasonable notice, and upon authorization from the Department Director or designee, may be allowed reasonable time off without loss or gain in pay to investigate a grievance, consult with the Employer in processing a grievance, or to assist in the settlement of disputes. Permission to investigate and/or process a grievance or attend a disciplinary hearing during on duty time is at the sole discretion of the Employer.

Section 2. The Union agrees to provide the Employer within thirty (30) days of the effective date of this Agreement with:

(a) The name, address and telephone number of the professional staff member who will act as representative for the Union local; and

(b) The names of Union steward and alternative.

Section 3. The Union further agrees to keep such lists current, and the Employer has no obligation to recognize or deal with any Union official or steward not so designated.

Section 4. Rules governing the activity of Union representatives are as follows:

(a) The Union agrees that no representative of the Union (Employee or non-Employee) shall interfere, interrupt or disrupt the normal work duties of other employees unless authorized by this Agreement or with the express, prior approval of the Department Director or designee. The Union further agrees not to conduct Union business during working hours

except to the extent authorized by the Agreement or with the express, prior approval of the Department Director or designee.

(b) The Union shall not conduct Union activities in any work area during work hours. Upon notifying the supervisor of the general nature of the Union activity, Union members can discuss union business on lunch breaks and other breaks, but it acknowledges that it cannot exclude non-union members from common areas.

Section 5. The Union representative or Employee shall cease unauthorized Union activities immediately upon the request of any supervisor of the area in which Union activity is to be or is being conducted.

Section 6. The Union shall select up to a total of three (3) Employees to serve as negotiating committee representatives and may substitute for a committee representative.

ARTICLE 5

No Strike or Lockout

Section 1. The Employer and AFSCME recognize that a work stoppage of any kind may create a clear and present danger to the health and safety of the public. This Agreement provides machinery for the orderly resolution of grievances. Therefore the parties agree that:

(a) During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction, condone or assist in any strike, sit down, sit in, cessation, stoppage, refusal to work, picketing, or any other concerted activity which would interrupt the operation or services of the Employer.

(b) During the life of this Agreement, the Employer shall not cause, permit or engage in any lockout of the bargaining unit Employees unless those Employees have violated Section (a), above.

Section 2. In addition to any other remedies available to the Employer, any Employee or Employees, either individually or collectively, who violate Section (a) above is/are subject to disciplinary action up to and including discharge or removal by the Employer.

Section 3. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit down, sit in, cessation, stoppage or refusal to perform work occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

(a) Publicly disavow such action by the Employees;

(b) Advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;

(c) Notify Employees of its disapproval of such action and instruct such Employees to cease action and return to work immediately;

(d) Post notices on the Union Bulletin Boards advising that it disapproves of such action, and requesting Employees to return to work immediately.

Section 4. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful work stoppages.

ARTICLE 6

Seniority

Section 1. Definition. Seniority shall be defined as the length of continuous service measured in years, months and days that an Employee has accumulated as a Service Department Employee in the service of West Chester Township.

Section 2. Accrual.

(a) An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work.

(b) Seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of an approved maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence or maternity leave; and during a period of continuous layoff not to exceed six (6) months, if the Employee is recalled into employment; and during a sick leave of up to twelve (12) months.

Section 3. Loss of Seniority.

An Employee's seniority shall be lost and employment terminated when he or she:

(a) terminates voluntarily;

(b) is discharged for cause;

(c) exceeds an official leave of absence;

(d) is laid off for a period of more than one (1) year if the Employee has less than five (5) calendar years' seniority; or is laid off for a period of more than two (2) years if the Employee has more than five (5) calendar years' seniority.

(e) fails to notify the Employer of his intent to return to work on a recall from layoff, within five (5) days after the Employer has sent notice to him to return by letter or telegram with a copy to the Union to the last address furnished to the Employer by the Employee. It shall be the responsibility of the Employee to advise the Employer of his current address.

(f) is absent more than one (1) year because of non-compensable illness or injury, or more than two (2) years because of compensable illness or injury.

(g) accepts other gainful employment during an official leave of absence or otherwise without the written approval of West Chester Township.

Section 4. Application. Seniority shall apply in layoffs and recalls and for scheduling of vacations as provided in the general orders, rules, regulations and procedures of the Employer.

Section 5. Layoff. In the event of a layoff, probationary Employees and regular part-time Employees, who the Union acknowledges are not part of the bargaining unit, will be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be laid off next in inverse order of their seniority.

Section 6. Recall.

(a) Whenever a vacancy occurs in a position for which a laid off Employee is qualified, such Employees shall be recalled in accordance with their seniority in the reverse order in which they were laid off.

(b) The recalled Employee shall have five (5) calendar days following the date of receipt of, or attempted delivery of notice of recall, at the Employee's last known address, to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a later date is specified in the recall notice. An Employee has the burden of notifying the Employer of his current address or of a change of address.

ARTICLE 7

Management Rights

Section 1. The Union recognizes that the Township shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations. Among the Township's management rights, but not by way of limitation, are the following:

(a) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;

(b) Determine the overall methods, process, means or personnel by which the Employer's operations are to be conducted;

(c) Maintain and improve the efficiency and effectiveness of the Employer's operations;

(d) To determine the mission of the Community Services Department and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;

(e) To determine the size and composition of the work force;

(f) Determine the adequacy of the work force, as well as to make, amend, and enforce work rules and regulations, standard operating procedures and general and special orders;

(g) To lay off Employees or abolish positions;

(h) To hire, schedule, promote, demote, transfer and assign Employees;

(i) To recruit, select, and determine the qualifications and characteristics desired in new hires;

(j) To suspend, discipline, reduce or discharge Employees;

(k) To train or retrain Employees as management deems appropriate and require Employees to maintain certifications, including but not limited to certifications required by the State of Ohio to perform a particular job;

(l) To schedule or not schedule overtime in the manner that promotes efficient department operations;

(m) To determine the location, size and number of facilities;

(n) To determine quality standards in order to promote efficient operations;

(o) To schedule Employees and establish their hours and days of work;

(p) To select the type, quantity and quality of equipment, tools and machinery to be used in the methods of operating them and the responsibilities therefore;

(q) To take necessary action during emergency situations;

(r) To establish and enforce a tardiness and absenteeism policy permitting discipline, including termination, for any violation thereof;

(s) To establish and enforce a Drug and Alcohol Policy permitting discipline, including termination, for any violation thereof;

(t) To generally manage the Community Services Department's business as it deems best; and

(u) To subcontract bargaining unit work. The Union acknowledges that the Township has always subcontracted work and it maintains the right to continue to do so. If bargaining unit positions are expected to be reduced as a result of subcontracting, the parties agree to bargain about the decision. If the parties reach impasse, the Township will meet and confer with the Union regarding the effects of the Township's decision, if the decision is to proceed with subcontracting.

Section 2. The above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

ARTICLE 8

Dues Deduction

Section 1. Upon presentation of a written deduction authorization by the Employee, the Employer will cause the deduction of the periodic dues, initiation fees and assessments of Union members covered by this Agreement and the Treasurer of the Union will promptly issue a receipt to the Employer for all dues, initiation fees and assessments within ten (10) days of payment.

Section 2. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages and expenses sustained by reason of any action taken under this Article.

Section 3. The Employer shall be relieved from making such "check off" deductions upon:

(a) termination of employment, or

(b) transfer to a job other than one covered by the bargaining unit, or

(c) lay off from work, or

(d) an agreed leave of absence without pay, or

(e) written revocation of the check off authorization by the Employee given during the period of sixty (60) days prior to the expiration of the Agreement.

Section 4. The Employer shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, initiation fees or assessment deductions.

ARTICLE 9

Probationary Employees

Section 1. Newly hired Employees or Employees new to the Community Services Department shall be considered probationary for a period of three hundred sixty five (365) calendar days from the first day that the Employee reports to work. Employees retained by the Employer beyond the probationary period acquire seniority as of the first day of work.

Section 2. During the probationary period, the Employer may discharge any probationer at will and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement, or appealable to Court.

Section 3. An Employee, who is promoted but fails the promotional probationary period in the new position, shall be returned to his former job without loss of seniority.

Section 4. The parties agree that this Article shall be the sole and exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict in any form or fashion with otherwise applicable provisions of Ohio law, the provisions of this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A). It is the intention of the parties that this provision be given broad interpretation so as to give the parties' collectively bargained agreement its intended preemptive effect.

Section 5. An absence from work during an initial or promotional probationary period exceeding more than 30 calendar days will result in an automatic extension of the probationary period equal to the period of absence. Notice of such extended probationary

period will be given, in writing, to the Employee with the new probationary period ending date prior to the end of the initial probationary period.

ARTICLE 10

Discharges and Discipline

Section 1. The tenure of every Employee subject to the terms and conditions of this Agreement shall be during good behavior and efficient service. No Employee shall be reduced in pay and position, suspended, removed or discharged except for just cause. In addition to disciplinary action as set forth in this Article, the Employer may take disciplinary action for conduct occurring while the Employee is on duty, in instances where the Employee's conduct violates his/her oath of office, or off-duty when representing him/herself as an Employee of West Chester Township or if the conduct impacts the Employee's ability to perform his or her job or be trusted. The primary methods of discipline are as follows:

(a) Verbal warning (written record)

(b) Written reprimand

(c) Suspension without pay

(d) Reduction in classification

(e) Discharge from employment

Section 2. Among other things, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any conduct unbecoming an Employee or any other acts of misfeasance, malfeasance, or nonfeasance shall be cause for disciplinary action up to and including termination.

The following list is intended to provide Employees with a general idea of the behaviors that may result in disciplinary action. This list is not intended to be all inclusive.

(a) Neglect of duty or refusal to comply with management's lawful instruction.

(b) Insubordination.

(c) Indecent conduct or conviction of a felony or of a misdemeanor while an employee of the Township (excluding minor traffic offenses).

(d) Intentional falsification of personnel records, time reports or other Township records.

(e) Indulging in offensive conduct or using offensive language.

(f) Sleeping on duty, unless permitted with authorization of supervisor during an emergency.

(g) Being under the influence or in possession of intoxicants or illegal drugs while on duty.

(h) Deliberate or careless conduct endangering the safety of the Employee or other Employees including provoking or instigating a fight during working hours or on Township premises.

(i) Inducing or attempting to induce any employee in the service of the Township to commit an unlawful act or to act in violation of any Township departmental official regulations, orders, or professional ethics.

(j) Accepting any fee, gift, or other valuable thing in the course of or in connection with work for personal use from any person or groups of persons when such a gift

or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than accorded other persons.

(k) Unauthorized use of Township property, whether that property be vehicles, machinery, uniforms or office material.

(l) Discussing with unauthorized persons any confidential information gained through their employment with the Township.

(m) Excessive tardiness, inattentiveness to work, failing to start work at a designated time, quitting work before proper time, or leaving Employer's premises during working hours without authorization from the Department Head or his designee.

(n) Using tobacco products in unauthorized areas.

(o) Violating a safety rule or safety practice. Failure to report an accident or to falsify reports concerning accidents.

(p) Failure to report to work without giving the supervisor, Department Head or his designee, notice of absence within one-half hour of scheduled work day, unless it is impossible to give such notice. Only emergency situations will be regarded as exceptions.

(q) Vending, soliciting, or collecting contributions on the Employer's time.

(r) Unauthorized possession of items such as firearms, explosives, or other weapons on Township property at any time.

(s) Willful or careless abuse, damage, or destruction of Township property at any time.

Section 3. In issuing discipline, the Township may take into account the nature of the violation, the Employee's record of discipline and the Employee's performance record.

Section 4. Any Employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer, may be placed on unpaid leave of absence without pay until resolution of the court proceedings. An Employee may use accrued but unused vacation or holiday time during the leave. An Employee found guilty by the trial court of a felony shall be summarily discharged and shall have no recourse through the grievance or arbitration procedures. Where the charges are reduced to a misdemeanor or the Employee is found innocent of the charges, the Employee may, nevertheless, be subject to discipline pursuant to the terms of this Article. The Employer may continue to pay the Employee's insurance premiums as provided for in this Agreement during the unpaid leave of absence.

Section 5. Any record of an oral reprimand shall, upon written request of the employee, be removed from the personnel file after one year from the date of reprimand; provided that no intervening discipline has occurred.

Section 6. Any record of a written reprimand shall, upon written request of the Employee, be removed from the personnel file after two years from the date of the reprimand; provided that no intervening discipline has occurred.

Section 7. Upon request of the Employer, an Employee who has been absent from work (other than vacation, holiday or an approved leave of absence, including sick leave, which are covered in other Articles herein) must furnish satisfactory proof justifying the reason for the absence or be subject to disciplinary action.

Section 8. Within a reasonable time of a request, an Employee may inspect his or her personnel file, provided such requests have not been made more than one time in any thirty day period. The following requirements govern such requests:

(a) The Employee shall inspect the personnel file at a time mutually agreeable to the Employee and the Employer.

(b) If the Employee objects to any item in the personnel file, he or she may provide written clarification or explanatory response for inclusion in the file.

(c) Employees may request copies of items in their personnel file subject to a reasonable copying charge imposed at the discretion of the Employer.

Section 9. Employees are subject to the Township's current Motor Vehicle Records Policy and CDL Driving Policy. In addition to the provisions of such policies, it is understood that Employees may not operate any Township-owned vehicle or private vehicle on Township business without an unrestricted operator's license required for the particular type of vehicle-apparatus operated. Employees who have court-granted waivers to drive to, from, or at work while they are on suspension may not operate Township equipment, regardless of any court exemption. Restrictions for medical reasons (e.g. eyeglasses) are not subject to this Section.

Employees must notify their immediate supervisor of any driving restriction not later than the next business day after the restriction is imposed. The supervisor is required to inform the Department Director through the proper chain of command.

The Department will accommodate Employees on restricted or suspended driving license for a period of time not exceeding ninety (90) days for the first charged serious vehicular offense by placing the Employee in a job assignment not requiring the operation of a vehicle for work. An Employee needing additional accommodation beyond the initial ninety (90) days will suffer a one pay grade reduction for any subsequent time up to an additional

ninety (90) days. No accommodation will be required beyond one hundred eighty (180) days. Employees with their first charged serious vehicular offense shall be referred to the Public Employees Assistance Program (PEAP) to be evaluated by a Substance Abuse Professional (SAP) and shall follow recommendations of the SAP or be subject to the disciplinary process. Employees with restrictions of more than one hundred eighty (180) days and/or more than one (1) conviction of serious vehicular offenses are subject to disciplinary action, up to and including termination, consistent with the Township's CDL and Motor Vehicle Records Policy.

Oral or written reprimands shall be discussed with the Employee prior to placement of such in an Employee's personnel file.

ARTICLE 11

Grievance Procedure

Section 1. A grievance shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any breach thereof, and shall be processed and disposed of in the following manner:

(a) **Step 1:**

Within a reasonable time, not to exceed five (5) calendar days, excluding weekends and holidays, following the date of occurrence, an Employee having a grievance and/or his Union representatives shall put the grievance in writing and take it to the supervisor on his shift. The Employer, or Employer's designee, shall give its answer to the Employee and/or his Union representative within five (5) calendar days, excluding weekends and holidays, after the presentation of the grievance in Step 1. Within this ten (10) calendar day period, excluding weekends and holidays, the Employee is encouraged to seek to resolve his grievance on an informal basis.

(b) **Step 2:**

If the grievance is not settled in Step 1, the grievance may, within five (5) calendar days, excluding weekends and holidays, after the answer in Step 1, be presented in Step 2 in writing to the Department Head or his designee. At this time, a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented which may relate to a resolution of the grievance. A grievance so presented in Step 2 shall be answered by the Employer within five (5) calendar days, excluding weekends and holidays, after its presentation.

(c) **Step 3:**

If the grievance is not settled in Step 2, the grievance may, within five (5) calendar days, excluding weekends and holidays, after the answer in Step 2, be presented in Step 3 in writing to the Township Administrator, or if none exists,

to the President of the Board of Township Trustees. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented which may relate to a resolution of the grievance. A grievance so presented in Step 3 shall be answered by the Employer within five (5) calendar days, excluding weekends and holidays, after either its presentation to the Administrator or the date of the meeting, whichever is later.

(d) **Step 4:**

Disciplinary actions of verbal warning (written record) and written reprimand may be appealed to steps 1, 2 and 3 of the grievance procedure, but may not be appealed to arbitration, a grievance which has not been resolved may be referred to binding arbitration.

Section 2. Any disposition of a grievance from which no appeal is taken by the aggrieved Employee or the Union within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

Section 3. Any grievance not answered by the Employer, within the prescribed time limit, including any agreed extensions, shall be considered to have been denied and may be advanced to the next step.

Section 4. All grievances must be submitted on a form agreed to by the parties and must contain the following information to be considered:

(a) Aggrieved Employee's name and signature;

(b) Date, time, and location of grievance;

(c) Description of incident giving rise to the grievance;

(d) Date grievance was first discussed;

(e) Name of supervisor with whom grievance was first discussed;

(f) Date grievance was filed in writing;

(g) Article(s) and Section(s) of the Agreement alleged to have been violated; and

(h) Desired remedy to resolve grievance.

Section 5. A time limit under this Article may be extended by the mutual agreement of the parties in writing.

Section 6. The parties may agree to waive one or more steps in the grievance procedure and commence the grievance at a higher step. A grievance regarding a discharge, reduction or suspension for disciplinary reasons shall commence at Step 2 of the grievance procedure.

Section 7. An Employee serving an initial probationary period shall not be permitted or entitled to use the grievance and arbitration procedure for any purpose.

Section 8. It is the intention of the parties that as to all matters involving discipline and termination of Employees that this contract's procedures apply, in lieu of the otherwise applicable provisions of the Ohio Revised Code.

Section 9. This Agreement and Article shall be the sole recourse of any dispute between the parties herein in regard to disciplinary matters.

ARTICLE 12

Arbitration

Section 1. A grievance as defined in Grievance Article of this Agreement which has not been resolved thereunder may, within ten (10) calendar days after the completion of Step 3 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefor to the Arbitration and Mediation Service ("AMS"), with a copy of said notice to the other party. The arbitrator shall be selected from a panel of nine (9) arbitrators who have offices located within 125 miles of West Chester, Ohio furnished by the Arbitration and Mediation Service ("AMS"); provided, however, that the parties may agree in a particular case to a mutually agreeable arbitrator to whom the above referenced 10 day written notice shall be sent, with a copy to the other party. The arbitration shall be conducted in conformity with AMS rules.

Section 2. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. Furthermore, in explanation of the Employer's right to promulgate rules and regulations, general orders and standard operation procedures set forth herein in the Management Rights clause, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's existing or future rules and regulations, general orders or standard operating procedures; provided that the Employer has given the Union or Employees the required

notice and permits the Union, upon request, to meet and confer with respect to the proposed rule before such rule is implemented by the Employer.

Section 3. This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his particular circumstances.

Section 4. The decision of the arbitrator shall be final and binding on the grievant, the Union and the Employer. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and arguments and submission of final briefs.

Section 5. The fees and other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the Employer and the Union. The fees and costs of any non-employee witnesses shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one, or split equally by the parties if both parties desire a court reporter or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

ARTICLE 13

Unpaid Leave

Section 1. Maternity Leave.

(a) An Employee may use Paid Sick Leave for absences caused by medical conditions related to pregnancy and childbirth for that period in which the Employee is unable to perform the substantial and material duties of her position. This time of using Paid Sick Leave will be defined by the physician recommendation. If additional time off is requested Employees will be required to use accrued vacation, personal or comp time off.

(b) An Employee may use up to twenty-four (24) hours of accrued Paid Sick Leave when the Employee's spouse has a baby. Additional unpaid leave may be requested and granted at the approval of the Community Services Director or his designee.

(c) Maternity leave without pay granted under subsection (a) above, for pregnancy, childbirth, and related medical conditions shall in no event exceed six (6) months. If the Employee is unable to return to work within six (6) months, the Employee shall be given a disability separation. Maternity leave without pay shall not include time required for purposes of child care following the Employee's recovery from childbirth or other termination of the pregnancy, unless otherwise permitted by Federal Law and the Employer's policies related to the Family Medical Leave Act.

(d) Any additional leave without pay for parental or childcare purposes must be requested in writing and may be approved at the sole discretion of the Employer.

Section 2. Military Leave. Leaves of absence, for the performance of duty with the United Stated Armed Forces or with a reserve component thereof, shall be granted in accordance with applicable law.

Section 3. Other Leaves. Leave of absence without pay for other reasons may be granted at the sole discretion of the Employer. However, the Employer will adhere to the provisions of the Family Medical Leave Act as provided in applicable Township personnel policies and regulations.

Section 4. When an Employee returns to work following an approved leave of absence, he shall be returned to his former classification without loss of seniority and with all across the board wage increases, unless otherwise provided in this Agreement.

Section 5.

(a) Benefits and insurance will not accrue during any period of unpaid leave except that during such approved unpaid leaves of absence, upon the Employee's request, the Employer may continue group health insurance coverage at the expense of the Employee as provided by Federal Law.

(b) Employees on approved Family Medical Leave shall be exempt from this section. The Employer will adhere to the provisions of the Family Medical Leave Act as provided in the applicable Township personnel policies and regulations.

(c) Nothing in this agreement shall be construed to prevent or impede the Employer's compliance with the American with Disabilities Act (ADA), or to prevent or impede the Employer form implementing any choice, selection, or option available to it under the ADA or the FMLA.

ARTICLE 14

Paid Leave

Section 1. An Employee shall be paid his regular pay for three (3) working days of Funeral Leave in the event of the death of a relative in his immediate family defined as follows: spouse, child, brother, sister, parents or legal guardian, grandparents, mother-in-law or father-in-law. Such three (3) days must coincide with the day of death or day of the funeral, unless otherwise approved by the Department Head. Such leave will be deducted from the Employee's sick leave bank.

Section 2. In the event of a death of a relative other than those in the immediate family as described above, the Department Head may, at his sole discretion, grant one (1) day of funeral leave in order that the Employee may attend the funeral, which will be deducted from the Employee's sick leave bank.

Section 3. In circumstances of unusual distances of travel or extreme weather conditions the Department Head may, at his sole discretion, grant up to an additional two (2) days of leave with pay for the Employee to travel to the funeral of a relative in the immediate family which time shall be charged against the Employee's accrued sick leave.

Section 4. An Employee shall be paid at his regular rate of pay for three (3) working days absence to care for the Employee's new child by birth or adoption, which will be deducted from the Employee's sick leave bank.

Section 5. All Employees, who have completed their probationary period and who are called (not volunteered) to serve as jurors, will receive their regular pay less their pay as a juror. Upon discharge from jury duty by the Court, the Employee shall immediately call his supervisor for instructions regarding reporting for work.

Section 6. Employees, after completing their probationary period, shall be entitled to three (3) personal days per year as scheduling permits. Personal days may not be taken in less than 15 minute increments and may not be carried over from one year to the next year. Denials of requests for personal days/time off are not subject to the grievance or arbitration procedures of this Agreement.

Section 7. The Employer shall have the right to demand proof of all items listed above regarding paid leave.

ARTICLE 15

Vacations

Section 1. Employees shall be entitled to vacation time with pay each year as follows:

(a) After completion of one (1) year of full-time service with the Employer - eighty (80) hours,

(b) After completion of eight (8) years of full-time service with the Employer - one hundred twenty (120) hours,

(c) After completion of fifteen (15) years of full-time service with the Employer - one hundred sixty (160) hours,

(d) After completion of twenty-two (22) years of full-time service with the Employer two hundred (200) hours.

Section 2. Vacation schedules shall be established in accordance with the Employer's rules, regulations, general orders, procedures and resolutions. Provided, however, that up to two (2) weeks of vacation may be scheduled by seniority, if such request is submitted to the Department Director, in writing, by March 31 for that calendar year. Vacation requests received subsequent to March 31 will be determined by the earliest date a written request for vacation was submitted. Seniority priority vacation may not exceed two (2) weeks and additional vacation may only be taken if department schedules permit.

Section 3. Vacation pay shall be based upon the Employee's regular pay in effect when the employee starts their vacation.

Section 4. Vacation earned must be taken by the end of the calendar year following the Employee's anniversary date of employment; provided, however, that no more than one (1) week of vacation may be carried beyond the above period upon written request by the Employee. During the carryover year the Employee may request that the carryover week of vacation be paid in cash in lieu of taking the week off. The cashout option for carryover vacation time may not be exercised more than one time in any twelve (12) month period following the employee's anniversary date of hire.

Section 5. An Employee, in order to receive vacation pay, must be in the actual employment of the Employer at the time they take their vacation, except as follows:

(a) An Employee, who has resigned with two weeks' notice and has turned in all issued equipment who has not received their vacation pay to which they are entitled, shall receive their vacation pay at the next regular pay period.

(b) An Employee with four (4) or more year of seniority and who has been terminated by the Employer for reasons other than insubordination, falsifying Employer records, theft, or mistreatment of members of the public or other Employees of the Employer or immorality, and who has not received their vacation pay to which they are entitled, shall receive their vacation pay at the next regular pay period provided he has turned in all Employer issued equipment.

Section 6. If an Employee is hospitalized while on vacation and under a physician's care, his leave status will be changed from vacation leave to sick leave for the period of hospitalization provided satisfactory proof thereof is presented to the Employer.

ARTICLE 16

Holidays

Section 1. The following holidays will be recognized by the Employer:

(a) New Year's Day
(b) Martin Luther King's Birthday
(c) Presidents' Day
(d) Memorial Day
(e) Independence Day
(f) Labor Day
(g) Columbus Day
(h) Veterans' Day
(i) Thanksgiving Day
(j) Christmas Day

Section 2. Employees working a 40-hour per week schedule will receive the recognized holiday off in lieu of holiday pay, subject to the discretion of the Employer.

Section 3. Employees who are not available for duty on any of the above designated holidays due to unpaid leave, layoff, or disciplinary suspension, shall not be eligible for holiday pay for that holiday.

Section 4. In order to receive holiday pay, an Employee must work their scheduled shift before and their scheduled shift after the holiday, unless their absence from work is due to illness or injury, in which event a physician's statement will be required, or the Employee is granted time off by the Department Director or his designee for vacation or other approved leave.

ARTICLE 17

Sick Leave

Section 1.

(a) Employees will earn sick leave at the rate of one and one quarter (1-1/4) days or ten (10) hours per month for time actually worked with the Employer. Employees may accumulate said sick leave up to a maximum of nineteen hundred twenty (1920) hours.

(b) When an Employee accumulates fourteen hundred forty (1440) accumulated sick hours and when requested by the Employee, the Employer will purchase from the Employee, up to two hundred forty (240) hours of sick time at the conversion rate of one-half (1/2) of one (1) hour's pay at the Employee's current rate of pay for each one (1) hour of sick leave purchased.

(c) If the fourteen hundred forty (1440) hour conversion option set forth above in Section 1(b) is not exercised by the Employee and, therefore, is waived, the Employee may continue to accumulate sick leave credit. When an Employee's sick leave accumulation exceeds sixteen hundred eighty (1680) hours, an Employee in good standing may thereafter request, in writing, that the Township purchase such sick leave accumulation in excess of sixteen hundred eighty (1680) hours on a one-for-one basis at the Employee's current rate of pay. Said option may not be exercised by an Employee more than once per calendar year.

(d) Cashing in Sick Leave accumulated in excess of 1680 for Employees at a one for one rate does not preclude the Employee from also, and at the same time, cashing in up to two hundred forty (240) hours of sick leave in excess of 1440 hours at a one-half (1/2) for

one (1) rate, provided however, only one "cash-in" will be permitted within any one calendar year.

(e) Upon retirement or death, the Employee, or the Employee's Beneficiary as recorded in the Employee Retirement Records, will be eligible to receive payment for earned sick leave credit accumulated in excess of sixteen hundred eight (1680) hours on a one-for-one basis at the Employee's current rate of pay and, additionally, will be eligible to receive payment for up to sixteen hundred eight (1680) hours of earned sick leave to be paid at one-half (1/2) of the Employee's current hourly rate of pay.

(f) Upon death in the line of duty, the Employee's next of kin will receive payment for all earned sick leave credit accumulated on a one-for-one basis.

Section 2. Pay for any sick leave shall be at the Employee's normal hourly rate of pay (annual salary divided by 2,080 hours).

Section 3. At the sole discretion of the Employer, upon the successful completion of his probationary period, an Employee may be credited with up to two hundred forty (240) hours of accumulated sick leave earned in a comparable full-time position with another State of Ohio or local Employer (Ohio) if that sick leave time was not paid or otherwise converted upon termination of employment.

Section 4. Use of Sick Leave. Sick Leave is provided to the Employee to be taken only in the event of personal illness or as otherwise provided for within this Article. Falsification with respect to any matters related to sick leave claim may result in disciplinary action up to and including discharge. At the expense of the Employer, an Employee may be required to submit to a physical examination to determine the proper use of sick leave or other

leave under this contract. An employee may use all accrued Paid Sick Leave for absences due to the Employee's own illness, injury, or exposure to contagious diseases which could be communicated to other Employees. Where an Employee plans to use, or uses, sick leave for a period in excess of three (3) days he/she must follow the procedures relating to the Family Medical Leave Act (FMLA) leave provided in the Personnel Policy and Procedure Manual.

Section 5. Up to twenty-four (24) hours of accrued Sick Leave per calendar year may be used by an Employee when an immediate family member including the spouse, children, brothers, sisters, parents or legal guardian and grandparents who normally reside in the Employee's home suffers an illness or injury or to be present during childbirth. Sick leave for such purposes must be used in increments of no less than four (4) hours, unless such requirement is waived by the Employer. If an Employee fails to provide a physician's certification for use of such leave, the leave will count as an occurrence for attendance purposes.

Section 6. Sick leave without pay and benefits may be granted to an Employee with a serious health condition who does not have any accrued Paid Sick Leave without pay; if granted, such unpaid leave shall not exceed six (6) months. The provisions of the Family Medical Leave Act (currently, or as may be amended), and the policies of the West Chester Township Board of Trustees pertaining thereto shall apply to unpaid leave taken under this section.

Section 7. An Employee may, at his option, donate Sick Leave to another Employee who is sick and in need and without any accumulated sick hours or other accrued paid leave or compensatory time. Such donated Sick Leave must be in writing and have the

approval of the Department Director or his designee and shall in no event exceed a total of six (6) months time for the donee. Donated sick leave cannot be cashed out or transferred to another place of employment.

Section 8. An Employee who was hospitalized and under a Physician's care while on vacation may request that his leave status be changed from vacation leave to sick leave for the period of hospitalization, provided satisfactory proof thereof is presented to the Employer.

Section 9. When an Employee is unable to report to work due to illness or injury, he/she shall notify his/her immediate supervisor or other designated person as soon as possible, but no less than one hour before the time he/she is scheduled to report to work, unless extenuating circumstances prohibit. The Employee is not permitted to leave messages on any voicemail or e-mail system in lieu of contacting the supervisor directly. Employees are responsible for contacting the Supervisor on each day of absence in accordance with this section unless the Employee is hospitalized or has presented a written doctor's statement specifying the anticipated date of return, or unless other arrangements are made with the Department Head or his/her designee. Failure to provide proper notification may result in denial of sick leave for the period of absence and/or disciplinary action. An Employee who is absent from duty without leave or without notice to his or her supervisor of the reason for such absence will be subject to discipline pursuant to this Agreement.

Section 10. Upon return to work, an Employee shall complete and sign an application for sick leave use on a form provided by the Employer to justify the use of sick leave. The Employer may require (at its option) the submission of a physician's statement after the Employee has experienced more than three (3) occurrences of sick leave in any given

twelve month period or when leave exceeds two (2) consecutive days. Such statement shall include the nature of the illness or injury, the treatment given, the prognosis and verification that the Employee can return to work. Failure of the Employee to provide such a statement when requested shall result in the denial of sick leave pay.

Section 11. Sick leave usage, when approved, shall be charged in a minimum of one hour increments. In order to receive pay for sick leave usage, an Employee must comply with all departmental rules and regulations governing application and use. Falsification of an application for sick leave or a medical practitioner's statement shall be grounds for disciplinary action, including termination. The Employer maintains the right to investigate any request for sick leave use and any excessive abuse or use of sick leave. The Employer also maintains the right to have any Employee examined by a licensed medical practitioner selected and paid by the Employer to verify the proper use of sick leave. The Employer may deny the payment of sick leave if an investigation indicates that the absence was not within the provisions of or the spirit of this Article. Denial of sick leave payment shall not preclude the Employer from implementing disciplinary action. Denial of sick leave is not subject to the arbitration procedure of this Agreement.

The provisions of the Family Medical Leave Act, as amended, and any applicable policies of the Township, shall apply to unpaid leave under this section.

Section 12. Sick Leave Occurrences. An Employee who has four or more sick leave occurrences in a twelve month period shall be subject to disciplinary action for the fifth occurrence and subsequent occurrences, the severity of which will depend upon the absence and disciplinary history of the Employee. (Example: An Employee misses one or two or more

days and this is the fifth occurrence in less than a twelve-month period. The Employee will receive at a minimum a written warning that suspension discipline or termination may result from subsequent occurrences.) Exceptions to the occurrence rule would be an Employee off under a qualified Family Medical Leave or being off due to a work related injury.

Section 13. Sick Leave Occurrences are defined as separate occurrences where an Employee reports off work for illness or non-work related injury. (Example: An Employee reports off work for two days, that is one occurrence, then returns to work and sometime later reports off work again, that is a second occurrence and so on.)

Section 14. Exhaustion of Leave.

Upon exhaustion of accrued sick leave, the Employee may be permitted to use accrued vacation leave. If the Employee presents a physician's statement that the disability is not likely to exceed six (6) months, sick leave without pay or benefits up to a period of six (6) months may be granted when an Employee is sick or injured and is without any accumulated sick leave.

If the Employee's physician cannot certify likely recovery within six (6) months, or if the Employee remains unable to return to work after the expiration of the six-month leave, the Employee shall be placed on disability separation. The Employee may request reinstatement to his or her prior classification or any lower classification in the same classification series within a period of one (1) year from the date the Employee was placed on disability separation or unpaid sick leave, whichever was earlier.

An Employee requesting reinstatement from a disability separation may be required to submit to an examination by an Employer selected occupational physician or a physician

specializing in the Employee's area of claimed disability. The examination must show that the Employee has recovered from the disability and is able to perform all of the material duties of the position to which reinstatement is sought. The Employer shall pay the cost of the examination.

ARTICLE 18

Welfare

Section 1. The Township will provide bargaining unit Employees with the same health insurance options enjoyed by other Township employees throughout the term of this Agreement from a carrier of its choice.

(a) Insurance coverage disputes are to be resolved exclusively by the insurance carriers or plan administrator.

(b) The Staff Representative (or his/her designee) and up to two (2) members as selected by the Staff Representative, will be present and participate in all health care committee meetings to review and recommend health care insurance. The Health Care Committee will meet as often and as necessary to facilitate in a timely fashion all information and cost as needed to maximize the value to Employees and cost effectiveness of health plan redesign.

(c) In the event that escalations in major medical insurance premium costs exceed the ability of the Employees to continue to make the required premium or co-payments, the Employer and covered Employees will discuss, and upon mutual agreement, consider adjustments to deductibles, co-pays, and coverage levels in an effort to contain costs for both the Employees and the Employer. Any such agreements will be reduced in writing, signed by both parties and maintained as a record of the current coverage level for purposes of this Agreement.

Section 2. The Township will provide health insurance for all full-time Employees in the form of plan options: Basic Plan, an elective Plan, and/or a health savings account

(HSA). Employees who wish to participate in a Township health insurance program are required to pay for such coverage via a pre-tax reduction plan through contributions equal to the following:

(a) Basic Plan: The Employee shall pay an amount equal to the lesser of 13% or that percentage assessed to non-contractual Township employees, effective 1/1/2012; the lesser of 14% or that percentage assessed to non-contractual Township employees, effective 1/1/2013; and the lesser of 15% or that percentage assessed to non-contractual Township employees, effective 1/1/2014, of the premiums and premium equivalents including but not limited to any HRA reimbursement or fees owed by the Township to participate in the program, rounded to the nearest tenth of a dollar; or

(b) Elective Plan: The Employee has the option to participate in an Elective Plan by paying an amount equal to the lesser of 13% or that percentage assessed to non-contractual Township employees, effective 1/1/2012; the lesser of 14% or that percentage assessed to non-contractual Township employees, effective 1/1/2013; and the lesser of 15% or that percentage assessed to non-contractual Township employees, effective 1/1/2014, of the premiums and premium equivalents including but not limited to any HRA reimbursement or fees owed by the Township to participate in the program. If no Basic Plan is offered, the Employee's contribution is the percent listed above; or

(c) Health Savings Account (HSA): The Employee has the option to participate in a Health Saving Account and pay an amount equal to the lesser of 13% or that percentage assessed to non-contractual Township employees, effective 1/1/2012; the lesser of 14% or that percentage assessed to non-contractual Township employees, effective 1/1/2013; and the lesser of 15% or that percentage assessed to non-contractual Township employees, effective 1/1/2014, of the premiums and premium equivalents including but

not limited to any HRA reimbursement or fees owed by the Township to participate in the program, rounded to the nearest tenth of a dollar. The Township shall maintain the HSA funding in effect as of January 1, 2012 until December 31, 2014, or until the parties reach a successor agreement, whichever occurs last.

(d) The Township is under no obligation to offer or meet the current level of benefit for the Basic Plan or the HSA, or to provide the Basic or HSA plans in any subsequent year.

(e) The Township shall offer any health insurance plan to the bargaining unit members that is offered to non-contract employees or another bargaining unit.

Section 3. From time to time, and at its discretion, the Township may provide to bargaining unit members, additional supplemental health and welfare benefits or incentives generally afforded to other Township employees that are not specifically delineated in this Agreement. It is recognized that such allowances and incentives are provided apart from this Agreement at the sole discretion of the Township for whatever period of time the Township deems appropriate.

Section 4. The Employer, at its option, may self-insure certain benefits and will provide general liability insurance coverage for Employees acting in good faith, within the scope of their official duties as assigned by the Township.

Section 5. Any Employee may decline health care coverage and, upon proof of coverage elsewhere, receive a one thousand two hundred dollar ($1,200.00) allotment to waive health care coverage payable on or before the last regular payroll in December of that year for a full year of such waived coverage or a pro-rated amount on a monthly basis if less than one (1) year. This monetary allotment is only payable to those Employees that are not carried on the Township's health care plan in any form.

Section 6. During the term of this Agreement, the Employer will continue to provide forty thousand dollars ($40,000.00) in term life insurance for each Employee and Accident & Sickness Coverage at the levels provided on the effective date of this Agreement, so long as said coverage remains available to the Employer at a reasonable cost. The Employer will notify affected Employees if a decision is made to discontinue any such coverage.

Section 7. There shall be a joint Township inter-departmental Safety and Health Committee (Risk Management Committee) established under the sponsorship of the Township Administration. The Community Services Department will have one representative on this committee appointed by the Community Services Director. In addition, one representative will be appointed by the Union to sit on this committee. The committee member assigned by the Union to this position shall sit on this committee without compensation.

Section 8. Effective June 1, 2012, health insurance coverage for spouses of new Employees will be provided upon certification by the Employee that the Employee's spouse is not eligible for insurance coverage from the spouse's employer, pension or Medicare.

ARTICLE 19

Miscellaneous

Section 1. Nothing in this Agreement shall be construed or permitted to impede, prohibit or prevent the Employer from satisfying its obligations under the Americans With Disabilities Act (ADA) or the Family Medical Leave Act (FMLA). Furthermore, nothing in this Agreement shall limit, impede or prohibit the Employer from exercising available options offered or available to the Employer under the ADA and the FMLA and the development of policies consistent with this paragraph.

ARTICLE 20

Hours of Work and Overtime

This Article is intended solely to define an Employee's expected hours of work. This section does not constitute a guarantee by the Employer that such hours or any overtime shall in fact be worked.

Section 1. So long as the overtime provisions of the Fair Labor Standards Act ("FLSA"), as amended, are applicable to state and local governments, the Employer shall pay overtime in accordance with existing rules and regulations applicable to the FLSA. Work performed in excess of eight (8) hours per day or forty (40) hours in any work week shall be compensated at the rate of time and one-half of the Employee's regular rate of pay, according to FLSA.

Section 2. Definition. The standard work week consists of five (5) days Monday through Friday that begin at 7:00 a.m. and ends at 3:30 p.m. During the standard work week, Employees will normally be scheduled to work 40 hours. Employees may take a one-half hour unpaid lunch break and two fifteen minute paid breaks. Changes in the hours of the regularly scheduled work day shall not be arbitrarily made by the Employer; however, in the event the Employer decides to change the hours, a minimum of three calendar days posted notice shall be provided to the Employees affected by such a change.

Section 3. Lunch Period and Breaks. Management will ensure that Employees will receive at least one-half hour lunch period during their regularly scheduled tour of duty, which generally begins at 11:30 a.m. Consistent with a normal work schedule, such periods shall begin within the five and one-half hour period following the start of the Employee's

work day. If, in the opinion of the supervisor, it becomes necessary to postpone the lunch period, the regular work day may be shortened by the length of the normal lunch period. Lunch periods shall begin at the time the Employee ceases performing his or her assigned duties. The Employee is expected to be at his or her work assignment ready to work at the end of the lunch period. Travel or clean up time shall not extend the lunch period. At the discretion of the supervisor, crews may combine a break period with the lunch period to accommodate travel time or similar issues.

Reasonable time for breaks from work will be granted. This will normally consist of a total of two fifteen minute periods, one before and one after the lunch period as determined by the Department Head or his/her designee. Travel or clean up time shall not extend break periods which shall be taken in the immediate vicinity of the work station. Smoking is not a reason for additional break time. An Employee who smokes will be expected to do so in accordance with the Township's policy and not in a manner which causes the Employee to be away from his or her work assignment for periods in excess of breaks provided under this section. Employees shall also be dressed for work and begin work at the start of their designated shift.

Employees are expected to be at designated start locations on time and prepared for work. Township vehicles are not to be used for stopping at restaurants or convenient type stores for incidentals other than at lunch or by permission of a supervisor. The final ten (10) minutes of each shift will be provided as wash up time. It is intended that Employees will remain at their work area or assignment to the extent possible so that they arrive at the wash up area no more than ten (10) minutes before the end of shift.

Section 4. Assignment of Overtime. The Employer has the right to require Employees to work overtime. For purposes of assignment of overtime, said work shall be defined as:

(a) Snow and ice control.

(b) Miscellaneous and other emergency situations.

(c) Scheduled overtime.

For overtime assignments known in advance, the Employer shall establish an overtime rotation list with the names of Employees who have volunteered for such work, based on classification, and the Employees on said list shall be ranked in order of seniority. The list shall be periodically updated or revised as needed. The Employer shall offer overtime to Employees on the applicable list in the order in which the Employees' names appear ranked with the most senior Employee at the top of the list. When an overtime opportunity arises, the Employer shall contact the name of the Employee next appearing after the last Employee who accepted an overtime assignment on the list. If an Employee declines to accept an offer of overtime, or fails to answer a telephone call, the Employee will be deemed to have declined the overtime, and the Employer shall contact the next name on the overtime list. If no Employee on the applicable list accepts the overtime, the Employer shall assign it to the least senior Employee on the relevant list.

If the overtime work is of an emergency nature, the Employer may offer the overtime to the work crew or Employees performing the work at the close of the regular shift in lieu of the procedures set forth above. If no such Employees accept the overtime, the procedures set forth above shall apply.

Section 5. No Pyramiding. There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.

Section 6. Basis for Computing Overtime and Premium Pay. Overtime pay will be earned and computed consistent with the following:

(a) A full-time Employee will receive overtime compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. The overtime rate of pay will be one and one-half times the Employee's hourly pay rate.

Section 7. Overtime Authorization and Reporting Procedures. Employees shall have prior and proper authorization to work in excess of their normally scheduled shift. Overtime authorization shall be approved by the Department Head or designee. This includes but is not limited to special meetings, trainings, events and other activities relating to the Employee's duties at the Township. Employees that work an authorized overtime period shall complete, validate, and submit an Overtime Reporting Form with their Time Sheet and Payroll record.

Section 8. Call-Out Pay. Notwithstanding the provisions of any other paragraph in this Article, an Employee who works call-out time shall be paid for actual hours worked at the applicable rate from the time of reporting, but shall receive no less than three (3) hours pay at the appropriate rate of pay as set forth in this Article if such hours are disconnected from the beginning or end of a regularly scheduled shift. Call-Outs for Employees must be approved by the Department Head or designee. Attendance at required meetings and/or special events of

West Chester Township do not qualify as a "Call-Out" and will be paid at the rate of actual time incurred.

ARTICLE 21

Compensatory Time

Section 1. Upon application and approval by the Employee's supervisor, the Township, at its sole discretion, may grant compensatory time at a rate of one and one-half (1 and ½) hours for each hour of overtime worked in lieu of the payment of cash for overtime.

Section 2. Compensatory time may be used in increments of no less than one (1) hour at any one time and is subject to prior approval by the Employee's supervisor. An employee requesting compensatory leave shall complete a leave request form at least 24 hours in advance of the requested leave.

Section 3. An Employee may accumulate up to eighty (80) hours of unused compensatory time in a compensatory time bank. Once this limit is reached, the Employee either will be paid in cash for additional accrued overtime hours or else must use some compensatory time before any additional overtime hours may be accumulated.

Section 4. An Employee will be fully compensated for all unused compensatory time accumulated at the time employment terminates. The rate of compensation shall be at the regular rate of pay earned at the time of termination.

ARTICLE 22

Wages

Section 1. Wage rates become effective on the first day of the first full pay period after the wage increases noted in Appendix A to this Agreement, subject to the conditions set forth in Sections 2 through 6, below.

Section 2. Employees may be initially hired at a pay rate commensurate with the Employee's training and experience, in the Employer's sole discretion.

Section 3. Administration of Step Schedule. Eligibility for merit-step rate increases during the term of this Agreement shall be on the basis of merit which shall be payable to the Employee on the Employee's anniversary date of first reporting to work for the Employer as a regular full-time Employee. The Employer shall determine whether an Employee is entitled to a merit wage increase by means of the Employee's receipt of a satisfactory written performance evaluation and satisfaction of the proficiency criteria set forth in Appendix A to be submitted to and reviewed with the Employee, by the Department Director or his designee, prior to the Employee's yearly anniversary date of employment. Failure to attain a satisfactory performance evaluation and attainment of applicable proficiency criteria will result in no incremental merit wage increase for the following twelve (12) months. However, such performance evaluation and proficiency criteria will be reviewed after the next six (6) months. If a satisfactory performance evaluation is received, and the proficiency criteria is attained, at that time the Employee will be given his pending merit increase for the subsequent six (6) month period.

Section 4. After completion of five (5) continuous years of service with West Chester Township, Employees will receive longevity pay in the first pay period in December of each year equal to $75.00 per year of service with the Employer.

Section 5. Step Placement. Employees are not eligible for more than one (1) incremental step increase in any twelve (12) month period.

Section 6. The Township proposes a base wage adjustment of 2% effective June 1, 2012, 2% effective June 1, 2013, and 2% effective June 1, 2014. It is also agreed that Appendix A2 for Mechanics will be converted to nine (9) steps with pay rates and ranges therefore identical to those reflected in Appendix A3 for Facility Technicians. The PP which June 1 appears per JO.

Section 7. The Employer will make available adequate training opportunities in order for Employees to have opportunities for achieving the levels of proficiency needed to achieve a step increase.

ARTICLE 23

Uniforms and Equipment

Section 1.

(a) Required equipment and apparel will be provided by the Employer at no cost to the Employee except for undergarments and socks. Where uniforms are provided for Employees, the Employees must wear them properly at all times in a clean and presentable manner.

(b) The Employer currently provides:

- 11 pairs of pants;
- 22 shirts (Employee's choice of any number between long and short sleeve button work shirt or pull over golf style. The allotment may also include 5 t-shirts which may be worn between March 1st and November 1st.);
- 1 insulated Carhartt bib overall;
- 1 Carhartt hooded sweatshirt;
- 1 Carhartt hooded winter coat;
- 1 rain suit; and
- 1 pair rubber boots.

The pants, shirts (except for t-shirts) and jacket will be laundered by the Township's uniform vendor. All uniform apparel will be replaced if worn or damaged.

(c) The Employer will also provide one (1) pair of steel toed work shoes per Employee, per calendar year, as needed and will provide a $225 allowance for this purpose.

(d) No insignia, which has not been authorized by the Employer, shall be worn on Employee uniforms.

(e) Any item of personal property damaged or lost in the performance of official duties will be reimbursed by the Employer at the replacement cost if not otherwise reimbursable by other sources, in an amount not to exceed $100. Any items reimbursed in excess of this amount are at the sole discretion of the Department Head.

ARTICLE 24

Printing

This Agreement shall be printed by the Employer and supplied to each Employee at no cost to the Employee.

ARTICLE 25

Modification, Separability and Conflicts of Laws

Section 1. Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions. Therefore, the Employer and the Union for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to by the Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Section 2. If any provision of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 3. The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto.

Section 4. All sections of this Agreement that are inconsistent with Ohio law are intended to supersede Ohio law, in accordance with Chapter 4117 of the Ohio Revised Code. The parties agree that some sections of the Agreement may specifically identify certain Ohio laws that are superseded and other may not. If a section does not specifically indicate that Ohio law is superseded, that section shall nevertheless be interpreted to supersede Ohio law.

Section 5. In the event of invalidation of any Article or Section, as described in this Agreement, the parties agree to meet, if requested in writing, within thirty (30) days of such

request for the purpose of renegotiating said Article or Section by good faith negotiations up to and through the impasse procedure as provided under Ohio Revised Code § 4117.

ARTICLE 26

Labor Management Meetings

Section 1. Quarterly, if requested by either party or as otherwise agreed by the parties, Labor Management Meetings will be held between the Township and the Union. Said committee may be composed of up to three (3) representatives of the Township and three (3) representatives selected by the Union.

ARTICLE 27

Safety of Equipment

Section 1. If an Employees feels the equipment assigned for his use is not suitable for use, the Employee shall immediately report it to his superior for a determination by his supervisor of whether or not it should be used.

Section 2. All Employees shall report unsafe equipment to the Superintendent in writing and the Employee shall receive a copy of this report for his records.

Section 3. All Employees are responsible, at the end of any given workday, for cleaning equipment used and reporting any defect found during the use of such equipment.

Section 4. The Township may provide safety training for all Employees on an annual basis in the discretion of the Employer.

ARTICLE 28

Outside Employment

Section 1. All Employees must disclose, in writing, any employment outside the Township to the Department Head.

Section 2. If the Department Head determines that an Employee's outside work interferes on a continual basis with their performance or ability to meet employment requirements of the department, the Employee may be subject to disciplinary action pursuant to Article 8.

Section 3. Outside employment that constitutes a conflict of interest is prohibited. A conflict of interest is defined as "a conflict between the public obligations and the private interests of a public official or employee."

ARTICLE 29

Drug Free Workplace

Section 1. The Union agrees with and supports the Township's drug testing program and is committed to ensuring a safe, drug free workplace. To achieve that goal, the Union hereby agrees to adhere to the drug testing policy in place at the ratification of this Agreement or that is developed or amended thereafter consistent with the CDL regulations and the Ohio Bureau Workers Compensation guidelines that permit the highest discount to the Township. Implementation of a drug testing policy or any major changes to the Township's drug testing program shall be first submitted to the Union for consultation prior to such implementation or change.

ARTICLE 30

Continuing Education/Tuition Reimbursement

Section 1. Consistent with existing Township policy, full time Employees who have completed their Probationary Period are eligible to be reimbursed for all or part of the tuition or registration costs for a related course or training using the following criteria:

(a) Courses must be pre-approved by the Department Director and Township Administrator.

(b) The course must be related to the employee's job, as determined by the Township, and offered by an approved educational institution. Post graduate (Masters and Doctoral) work is not eligible for reimbursement.

(c) If an Employee wants to take a job-relevant course, the Employee must let his or her department head know the number, cost and relevance of the course(s) in time to include such training/educational reimbursement in the Township budget. Thus an Employee must submit his or her request in June or July for coursework in the following fiscal year to insure the availability of funds.

(d) Funds will be available for Employees who make such requests on a first come, first served basis based on job relevancy, and requests are subject to funding availability.

(e) The amount of course reimbursement is based on the final grade you receive for the course as follows:

C or greater = 100%

Less than C = 0%

Pass = 100%

Fail = 0%

(f) If an Employees employment with the Township terminates for any reason within one year after completing the course, the Employee must agree and hereby agrees to pay the Township back 100% of the amount reimbursed, which will be withheld from the Employee's final pay check.

(g) If an Employee is eligible to receive educational benefits from other sources, such as the Veterans Administration, the Township will not reimburse for educational expenses.

(h) All educational tuition reimbursement shall be directly related to the Employee's position with the Township. An Employee's Department Head shall make the determination as to the appropriateness of the training to the Employee's position, and the availability of funds within the departmental operating budget for tuition reimbursement. Such determinations are without recourse and not subject to the grievance or arbitration procedures of this Agreement.

Section 2. Procedure

(a) An Employee must notify his/her department head by June/July of the year before taking a course in order to be considered for educational assistance.

(b) The Employee must complete a Tuition Refund Application. This form must be submitted to the Employee's Department Head and Township Administrator in advance of registering for the course.

(c) Once the course is completed, the Employee must submit the approved tuition refund application with all necessary documentation to the Department Director for reimbursement.

ARTICLE 31

Waiver in Case of Emergency

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Butler County Sheriff, the Township Administrator of West Chester, or federal or state legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

(a) time limits for the filing and processing of grievances; and

(b) all work rules and/or agreements and practices relating to the assignment of Employees.

Section 2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provision outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed prior to the emergency.

ARTICLE 32

Duration

This Agreement shall become effective as of June 1, 2012 and shall continue until May 31, 2015. Thereafter, it shall continue in force from year to year unless either party hereto notifies the other in writing of their intention to open the Agreement for renegotiation no earlier than one hundred twenty (120) calendar days prior to the expiration date of this Agreement, and no later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be via certified mail with return receipt requested or a date and time stamped letter of intent.

The provisions of this Agreement supersede any prior agreement and constitute the entire Agreement between the Employer and Union and all prior agreements, either oral or written are hereby canceled.

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement this 28 day of August, 2012.

FOR THE UNION

Ryan Brandner, Local 3975 President

Patrick King, Local 3975 Vice President

John Sams, Local 3975 Committee Member

Peter McLinden, AFSCME Representative

THE BOARD OF TRUSTEES
OF WEST CHESTER TOWNSHIP
BUTLER COUNTY, OHIO

Catherine Stoker, President

Lee Wong, Vice President

George Lang, Trustee

Judith C. Boyko, Township Administrator

Tim Franck, Community Services
Department Director

Donald L. Crain, Law Director

Appendix A

1. Equipment Proficiency and Testing for Laborer/Operator

Merit Step 1	6/1/12	$15.53	Starting Rate + Class A CDL or acquired within 90 days
	6/1/13	$15.84	
	6/1/14	$16.17	
Merit Step 2	6/1/12	$16.46	*Class A CDL + Employer Safety & Health Procedures Manual + Minimum one year
	6/1/13	$16.79	
	6/1/14	$17.13	
Merit Step 3	6/1/12	$17.38	**Dept. Specialized Equipment + Class A CDL + Minimum two years
	6/1/13	$17.73	
	6/1/14	$18.08	
Merit Step 4	6/1/12	$18.31	***Proficiency Certification on two specified pieces of equipment + Class A CDL + Minimum three years
	6/1/13	$18.68	
	6/1/14	$19.05	
Merit Step 5	6/1/12	$19.23	***Proficiency Certification on two additional specified pieces of equipment + Class A CDL + Minimum four years
	6/1/13	$19.61	
	6/1/14	$20.00	
Merit Step 6	6/1/12	$20.15	***Proficiency Certification on two additional specified pieces of equipment + Class A CDL + Minimum five years
	6/1/13	$20.55	
	6/1/14	$20.96	
Merit Step 7	6/1/12	$21.06	***Proficiency Certification on two additional specified pieces of equipment + Class A CDL + Minimum six years
	6/1/13	$21.48	
	6/1/14	$21.91	
Merit Step 8	6/1/12	$21.99	***Proficiency Certification on two additional specified pieces of equipment + Class A CDL + Minimum seven years
	6/1/13	$22.43	
	6/1/14	$22.88	
Merit Step 9	6/1/12	$22.91	***Proficiency Certification on all pieces of equipment dedicated to the Proficient certification category+ Class A CDL + Minimum eight years
	6/1/13	$23.37	
	6/1/14	$23.84	

Departmental Specialized Equipment

Employee must be able to properly inspect, grease, load/unload, bind down, and operate the piece of equipment. To qualify for Merit Step 3 an Employee must successfully pass nine out of twelve pieces of equipment determined in this department. Employees must acknowledge their training and knowledge of the equipment manual by written sign-off and will be subject to periodic review of their ability to operate the equipment properly.

Road Division: Bucket Truck, Personnel Lift, Front End Loader, Truck Mounted Life Gate, Portable Generators, Chipper, Specialized Tractor/Mowers, Street Sweeper, Forklift, All-Terrain Vehicle (John Deere Gator), Portable Pumps, Roller

Cemetery Division: Specialized Tractor/Mowers, Front End Loader, Bucket Truck, Spray Equipment, Chipper, Portable Generator, Portable Pump, Personnel Lift, All-Terrain Vehicle (John Deer Gator), Truck Mounted Lift Gate, Street Sweeper, Forklift

Parks Division: Specialized Tractor/Mowers, Front End Loader, Bucket Truck, Spray Equipment, Chipper, Portable Generator, Portable Pump, Roller, Personnel Lift, All-Terrain Vehicle (John Deere Gator), Truck Mounted Lift Gate, Forklift

Union Centre Boulevard Division: Bucket Truck, Personnel Lift, Front End Loader, Truck Mounted Lift Gate, Portable Generators, Chipper, Specialized Tractor/Mowers, Street Sweeper, Forklift, All-Terrain Vehicle (John Deere Gator), Portable Pump, Spray Equipment

Proficient Certification

Employee must be able to properly inspect, grease, load/unload, bind down and operate the piece of equipment. To qualify for Merit Steps 4 through 8 and employee must successfully pass two additional pieces of equipment dedicated to the proficient certification category. Proficiencies will be retested every three years or more frequently as determined by the Employer. Should an Employee fail a retest, the employee will be required to pass the same proficiency test within one year of the failure or, after the one year, the Employee's rate of pay will be reduced to the rate for the qualifications the Employee meets at the time.

In Step 9, an Employee must successfully pass all pieces of equipment dedicated to the Proficient certification category.

Equipment acknowledged as proficient certification equipment includes: Backhoe, Mini Excavator, Durapatcher, Cimline, and Skid Loader.

- Appropriate Parks Division personnel may substitute two of the following to meet proficient certification: OPRA Grounds and Facilities Maintenance School, Irrigation Repair School, and Pesticide License.

- Appropriate Cemetery Division personnel may substitute the following to meet proficiency certification: Pesticide License or demonstrate sufficient knowledge and ability to maintain records and proper layout of graves.
- Appropriate UCB Division personnel may substitute the following to meet proficiency certification: Pesticide License or Irrigation Repair School.

2. ASE Proficiency and Testing for Mechanic

Merit Step 1	6/1/12 6/1/13 6/1/14	$17.83 $18.19 $18.55	Starting Rate + ASE Certification for at least four tests outlined in Note below + Freon/Refrigerant Certification + Class A CDL or acquired within 90 days
Merit Step 2	6/1/12 6/1/13 6/1/14	$18.89 $19.27 $19.66	Class A CDL + Minimum one year + ASE Certification for at least four tests outlined in Note below + Freon/Refrigerant Certification + Employer Safety & Health Procedures Manual
Merit Step 3	6/1/12 6/1/13 6/1/14	$19.95 $20.35 $20.76	Class A CDL + Minimum two years + ASE Certification for at least five tests outlined in Note below + Freon/Refrigerant Certification + Employer Safety & Health Procedures Manual
Merit Step 4	6/1/12 6/1/13 6/1/14	$21.00 $21.42 $21.84	Class A CDL + Minimum three years + ASE Certification for at least five tests outline in Note below + Freon/Refrigerant Certification
Merit Step 5	6/1/12 6/1/13 6/1/14	$22.06 $22.50 $22.95	Class A CDL + Minimum four years + ASE Certification for at least six tests outlined in Note below + Freon/Refrigerant Certification
Merit Step 6	6/1/12 6/1/13 6/1/14	$23.12 $23.58 $24.05	Class A. CDL + Minimum five years + ASE certification for at least six tests outline in Note below + Freon/Refrigerant Certification
Merit Step 7	6/1/12 6/1/13 6/1/14	$24.18 $24.66 $25.15	Class A CDL + Minimum six years + ASE Certification for at least seven tests outlined in Note below + Freon/Refrigerant Certification

Merit Step 8	6/1/12	$25.23	Class A CDL + Minimum seven years + ASE
	6/1/13	$25.73	Certification for at least seven tests outlined in Note
	6/1/14	$26.24	below + Freon/Refrigerant Certification
Merit Step 9	6/1/12	$26.30	Class A CDL + Minimum seven years + ASE
	6/1/13	$26.83	Certification for at least seven tests outlined in Note
	6/1/14	$27.37	below + Freon/Refrigerant Certification

NOTE: ASE certifications which may be obtained to qualify an Employee for advancement to Mechanic Steps 2 through 9 is limited to the following lists dependent upon specialization. The Township and the Union from time to time may agree to add to, or delete from, said list.

Auto Mechanic Specialization

A1	Auto: Engine Repair (required in Step 1)
A2	Auto: Automatic Transmission/Transaxle
A3	Auto: Manual Drive Train and Axles
A4	Auto: Suspension & Steering
A5	Auto: Brakes (required in Step 1)
A6	Auto: Electrical/Electronic Systems
A7	Auto: Heating & Air Conditioning (required in Step 1)
A8	Auto: Auto Performance
A9	Auto: Light Vehicle Diesel Engines

Truck Mechanic Specialization

T1	Med/Heavy Truck: Gasoline Engines (required in Step 1)
T2	Med/Heavy Truck: Diesel Engines
T3	Med/Heavy Truck: Drive Train
T4	Med/Heavy Truck: Brakes (required in Step 1)
T5	Med/Heavy Truck: Suspension & Steering
T6	Med/Heavy Truck: Elec. /Electronic Systems
T7	Heating Ventilation & A/C (required in Step 1)
T8	Preventive Maintenance Inspection

*Should an Employee fail to maintain the required number of certifications for any step listed above, the Employee will be required to re-acquire the required number of certifications for the Employee's current rate of pay within one (1) year of or, after one (1) year, the Employee's rate of pay will be reduced to the rate for the qualifications the Employee meets at that time.

*Should an employee reach the top of their merit scale they will be required to keep attaining one CEU's per year.

*Employees in the Mechanic classification who use their own tools will have access to a tool replacement allowance of up to $1,200 per calendar year (or pro-rata if less than a full year) for the replacement of broken or worn out tools initially provided by such Employees which are necessary for the performance of their normal job duties. Such broken or worn out tools will be replaced upon presentation to the Employer, provided such tools are not covered by warranty.

3. Equipment Specialization & Continuing Education Courses for Facility Technician

Merit Step 1	6/1/12	$17.83	Starting Rate + Class A CDL or Acquired in 90 Days
	6/1/13	$18.19	
	6/1/14	$18.55	
Merit Step 2	6/1/12	$18.89	Class A CDL + Employer Safety & Health Procedures Manual + one Continuing Education Unit (CEU) + Departmental Specialized Equipment + Minimum One Year
	6/1/13	$19.27	
	6/1/14	$19.66	
Merit Step 3	6/1/12	$19.95	Class A CDL + one CEU + Minimum Two Years
	6/1/13	$20.35	
	6/1/14	$20.76	
Merit Step 4	6/1/12	$21.00	Class A CDL + one CEU + Minimum Three Years
	6/1/13	$21.42	
	6/1/14	$21.84	
Merit Step 5	6/1/12	$22.06	Class A CDL + one CEU + Minimum Four Years
	6/1/13	$22.50	
	6/1/14	$22.95	
Merit Step 6	6/1/12	$23.12	Class A CDL + one CEU + Minimum Five Years
	6/1/13	$23.58	
	6/1/14	$24.05	
Merit Step 7	6/1/12	$24.18	Class A CDL + one CEU + Minimum Six Years
	6/1/13	$24.66	
	6/1/14	$25.15	

Merit Step 8	6/1/12	$25.23	Class A CDL + one CEU + Minimum Seven Years
	6/1/13	$25.73	
	6/1/14	$26.24	
Merit Step 9	6/1/12	$26.30	Class A CDL + one CEU + Minimum Eight Years
	6/1/13	$26.83	
	6/1/14	$27.37	

Departmental Specialized Equipment

Employee must be able to properly inspect, grease, load/unload, bind down, and operate the piece of equipment. To qualify for a step increase the Employee must pass all pieces of equipment determined in their department. Employee must acknowledge their training and knowledge of the equipment manual by written sign-off and will be subject to periodic review of their ability to operate the equipment properly.

Facility Maintenance Division: Bucket Truck, Personal Lift, Portable Generators, Portable Pumps, Truck Mounted Lift Gate, Forklift, All- Terrain Vehicle, i.e. (John Deere Gator)

* Should an employee fail a periodic review on their specialized equipment the employee will be required to retest within one (1) year, if the employee does not pass they will not receive their next merit step.

*Should an employee fail to acquire their necessary Continuing Education Units (CEU) that employee will not receive their merit step increase.

*Should an employee reach the top of their merit scale they will be required to keep attaining 10 hours of CEU's per year.

4. Employer Safety & Health Procedures Manual

Each Employee will have to read and comply with the Employer Safety and Health Procedures Manual and comply with all OSHA standards pursuant to their classification. Each Employee must acknowledge the training by signing off and will be subject to periodic review of their ability. Changes to the Employer Safety and Health Procedures Manual and applicable OSHA standards will be reviewed with employees prior to their implementation.