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**NEGOTIATED AGREEMENT**  
**BETWEEN**  
**CHESTER TOWNSHIP**  
**AND THE**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
**LOCAL UNION NO. 436**

**EFFECTIVE: JANUARY 1, 2016**

**EXPIRES: DECEMBER 31, 2018**

**SERB Case No, 2015-MED-09-0916**

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**ARTICLE 1**  
**PREAMBLE/PURPOSE AND INTENT**

**Section 1.1. Parties.** This Agreement is made between Chester Township, hereafter referred to as the Employer, and Teamsters Local Union #436, hereafter referred to as the Union. The male pronoun or adjective used herein refers to the female also, unless otherwise indicated. The term employee or employees where used herein refers to employees in the bargaining unit.

**Section 1.2. Purpose.** In an effort to promote harmonious and cooperative relationships with the employees and to ensure its orderly and uninterrupted efficient operations, the Employer and the Union now desire to enter into an Agreement reached through collective bargaining, which will have for its purposes, among others, the following:

- A. To recognize the legitimate interest of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;→
- B. To promote fair and reasonable working conditions;
- C. To promote individual efficiency and service to Chester Township;
- D. To avoid interruption or interference with the efficient operation of the Employer's business.

**ARTICLE 2**  
**RECOGNITION**

**Section 2.1.** The Teamsters Local Union #436 is recognized as the sole and exclusive representative of all regular full-time and part-time employees in the Road Department, including Assistant Superintendent, Foreman, Mechanic and Road Worker I, II, III and IV.

**Section 2.2. Excluded.** It is agreed all other classifications and/or employment categories not specifically acknowledged as being in the unit, including but not limited to the following, are thereafter excluded from the bargaining unit: Superintendent, confidential employees, management employees, supervisors, temporary, intermittent, seasonal and casual employees, students whose primary purpose is educational training, and fiduciary employees of the Employer as defined by the Act, and all other employees of Chester Township.

**ARTICLE 3**  
**NON-DISCRIMINATION**

**Section 3.1.** The Employer and the Union agree not to discriminate against any employee in the administration of this Agreement on the basis of race, color, creed, national origin, sex, age, Union membership or activity, military status, veteran status, genetic information, national ancestry, or disability in accordance with state and federal law.

**Section 3.2.** The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

**Section 3.3.** Teamsters Local Union #436 agrees not to interfere with the rights of the employees to refrain or resign membership in the Union, and the Teamsters shall not discriminate, interfere, restrain or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

#### **ARTICLE 4** **MANAGEMENT RIGHTS**

**Section 4.1.** Except as specifically limited by the specific terms of this Agreement, the Employer shall have the exclusive right to manage the operation, control the premises, direct the working forces, and maintain maximum efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, lay off and promote, to promulgate and enforce reasonable employment rules and regulations, to reorganize, discontinue, or enlarge any operation or division within the road department; to transfer (including the assignment and allocation of work operations-divisions) within or to other operations-divisions; to determine the work methods and the number and location of facilities; to determine the manner in which all work is to be performed; to determine the size and duties of the work force; the number of shifts required, and all work schedules; to establish, modify, consolidate, or abolish jobs; and to determine staffing patterns, including but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked; subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

#### **ARTICLE 5** **NO STRIKE-NO LOCKOUT**

**Section 5.1.** Inasmuch as this Agreement provides procedures for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Chester Township.

Therefore, the Union agrees that neither it, its officers, agents, representatives or its members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, work slowdown or any other interruption of operations or services of the Employer by its members during the term of this Agreement.

**Section 5.2.** When the Employer notifies the Union that any member of the bargaining unit individually or collectively is engaged in any such activity, as outlined above, the Union agrees to immediately disclaim approval and conspicuously post a notice over the signature of an authorized representative of the Union to the effect that a violation is in progress. Such notice shall instruct all employees to return to work immediately and/or cease such action as outlined above. Any employee failing to return to work after notification by the Union as provided

herein, or who participates in or promotes such strike activities as previously outlined, shall be subject to disciplinary action on an individual basis, up to and including discharge, and only the question of whether or not he did in fact participate in or promote such action shall be subject to appeal.

**Section 5.3.** The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone lockout of members of the Union.

## **ARTICLE 6** **SHOP STEWARDS**

**Section 6.1.** The Employer recognizes the right of the Union to designate a Shop Steward and Alternate. The authority of the Shop Steward and Alternate designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement;
- b. The collection of dues when authorized by appropriate Union action;
- c. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information have been reduced to writing.

In the absence of the Shop Steward a designate Alternate may perform these duties.

**Section 6.2.** The employer shall recognize one (1) Shop Steward and (1) Alternate and the Union shall submit in writing to the Employer the name of the employees to act as the Shop Steward and the Alternate for the purpose of processing grievances as defined in the grievance procedure. The Employer shall be notified in writing of future changes.

**Section 6.3.** The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized in the Grievance Procedure.

**Section 6.4.** The Shop Steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of Shop Stewards and their Alternates and shall not hold the Union liable for any unauthorized actions.

**Section 6.5. Grievance Preparation.** The Steward shall process grievances with proper regard for the Employer's operational needs and work requirements, and shall cooperate in good faith with the Township in keeping to a minimum of time lost from work due to grievance handling as allowed by the grievance procedures of this Agreement.

**ARTICLE 7**  
**BULLETIN BOARDS**

**Section 7.1.** The Employer agrees to provide suitable space for and maintain a bulletin board in the Road Department lunch room. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

**ARTICLE 8**  
**PROBATIONARY PERIOD**

**Section 8.1.** All newly hired employees shall be subject to a non-contestable probationary period. The probationary period shall be defined as one (1) year of active duty after the successful completion of the departmental training program. The demotion or termination of a probationary employee shall be at the sole discretion of the Trustees and/or the Superintendent and shall not be subject to grievance procedures.

**ARTICLE 9**  
**DUES DEDUCTIONS AND FAIR SHARE FEES**

**Section 9.1. Deductions.** The Employer agrees to deduct from the wages of bargaining unit members dues required by the Teamsters Local #436 by payroll deduction. The Employer agrees to deduct initiation fees, re-initiation fees, and entry fees as are regularly assessed by the Union in accordance with the Constitution and bylaws of the Union. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legal required deductions in addition to the deduction of dues.

**Section 9.2. Indemnification.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The Employer shall be free from any liability for any amounts collected and remitted to the Union. The Union agrees to assume all liabilities with respect to such deductions.

**Section 9.3. Termination of Authorized Deductions.** The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) revocation of the check-off authorization in accordance with the terms of this Agreement; or (5) resignation by the employee from the Union.

**Section 9.4. Deduction Errors.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected by the second pay period after such claim is made.

**Section 9.5. Deduction Authorization.** The rate at which dues are to be deducted shall be certified to the Fiscal Officer of Chester Township with a copy to the Superintendent, by the Local or its designee upon the Execution of the Agreement. One (1) month advance notice must be given the Fiscal Officer of Chester Township prior to making changes in an individual's dues deduction.

**Section 9.6. Deduction Remittance.** Dues and Fair Share Fees shall be remitted by the Employer once each month to Teamsters Local 436, 6051 Carey Drive, Valley View, Ohio 44125.

**Section 9.7. Fair Share Fee Deduction Procedure.** Upon the completion of the sixty-first (61<sup>st</sup>) day of employment, all employees covered by this Agreement who have not become Union members shall, as a condition of employment, pay a fair share fee rebated for expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining. Fair share fee deductions shall comply with ORC 4117.09. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure, and the Union warrants to the Employer that it has a fair share fee notice and internal rebate procedure that complies with both federal and state law.

## **ARTICLE 10** **HOURS OF WORK**

**Section 10.1.** The normal working period for employees covered by this Agreement will be forty (40) hours in a one (1) week period. Scheduling of the employees within such one (1) week period is a management right.

**Section 10.2.** Employees designated to plow snow before their normal starting time shall be paid an additional two dollars (\$2.00) per hour above their regular hourly rate, only for the hours worked prior to the normal starting time, as a premium for starting the work day early.

## **ARTICLE 11** **OVERTIME**

**Section 11.1.** Overtime shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for:

- a. All hours worked consecutively over 8 hours in a normal 5-day work week schedule;
- b. All hours worked consecutively over 10 hours in a 4-day work week;
- c. All hours worked over forty (40) hours in a work week, Sunday through Saturday.

**Section 11.2. Overtime Computation.** For the purpose of overtime compensation, except for vacation and holidays, only hours worked shall be considered, and there shall be no duplication or pyramiding of overtime. All other hours paid but not worked for any other reason shall be excluded from all computation of overtime.

**Section 11.3. Payment of Overtime/Compensatory Time.** Employees covered by this Agreement shall be paid for all overtime worked or may elect compensatory time.

**Section 11.4. Compensatory Time.** In lieu of overtime pay, bargaining unit members may elect to accumulate up to forty-eight (48) hours of compensatory time. Bargaining unit members shall attempt to submit requests for compensatory time off with a minimum thirty (30) days advance notice of the date being sought. Where the use of compensatory time off has been denied, the employee shall be offered an alternative day within the next thirty (30) days for use of the requested time off, or shall be offered cash payment for the number of hours denied at the employee's regular rate of pay, and those hours will be deducted from the member's compensatory time balance or the employee may withdraw the compensatory time request. The parties agree that thirty (30) days constitutes a "reasonable time period" for the granting of a request for compensatory time under the FLSA. Except as otherwise specifically restricted by this Agreement, the Employer retains all its rights to manage the use and administration of compensatory time under federal law, including the ability to schedule such time off or pay off compensatory time accrual.

## **ARTICLE 12** **CALL-IN PAY and ON-CALL STATUS**

**Section 12.1. Call-In Pay.** An employee who is called to report to work at a time other than his/her regular scheduled hours shall be paid for a minimum of two (2) hours at the applicable regular or overtime rate, or a minimum of four (4) hours if called out on a holiday listed in Article 13. The Superintendent or his designee reserves the right to assign work for the entire call out period, and the call-out minimum shall cover all events occurring during the entire call out minimum time period.

**Section 12.2.** An employee who is called to report to work at a time other than his/her regular scheduled hours shall be compensated from the time he is notified.

**Section 12.3. Readiness for Duty Compliance.** An employee who is required to have a valid commercial driver's license (CDL) and drive as a regular part of his/her job duties must comply with the Readiness for Duty Standards described in the Chester Township Personnel Policy Manual.

## **ARTICLE 13** **HOLIDAYS**

**Section 13.1.** Each employee is entitled to eight (8) hours of pay for each of the following holidays:

New Year's Day	First Day of January
Martin Luther King, Jr. Day	(See Section 13.2(a))
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	Fourth day of July
Labor Day	First Monday of September

Columbus Day	Second Monday of October
Veteran's Day	(See Section 13.2(b))
Thanksgiving Day	Fourth Thursday of November
Christmas Day	25th day of December

**Section 13.2.** Due to the regular demands of the department, the employees will work a regular schedule on Martin Luther King Day and Veteran's Day.

- a. The Martin Luther King holiday will be celebrated on a day designated by the Road Superintendent and approved by the Township Trustees. The day will be designated each year and may fall on different dates from year to year.
- b. The Veterans' Day holiday will be celebrated on the Friday after Thanksgiving each year.

**Section 13.3.**

- a. Employees who work on the official Martin Luther King and Veterans' Day holidays will be paid at their regular rate of pay for all hours worked.
- b. An employee who is required to work on a holiday, excluding the days designated in paragraph "a" above, will be paid one and one-half (1 1/2) times his/her regular rate of pay for all hours actually worked on the designated holiday, including the designated days off for Martin Luther King Day and Veteran's Day.

**ARTICLE 14**  
**VACATIONS**

**Section 14.1.** All full-time employees hired before January 1, 2016, shall be eligible to receive vacation benefits as follows:

<u>Years of Service</u> <sup>1</sup>	<u>Vacation Days</u>
Less than 1 year	0
One year up to 5 years <sup>2</sup>	10
Five years up to 10 years	15
10 years up to 20 years	20
20 years and over	25

All full-time employees hired on or after January 1, 2016, shall be eligible to receive vacation benefits as follows:

<u>Years of Service</u>	<u>Vacation Days</u>
Less than one (1) year	0
One (1) year up to eight (8) years	10

<sup>1</sup> See Section 14.2 for calculating years of service.  
<sup>2</sup> Accrual at the higher rate will begin on the employee's anniversary date.

Eight (8) years up to fifteen (15) years	15
Fifteen (15) years up to twenty-two (25) years	20
Twenty-five (25) years or more	25

**Section 14.2. Prior Service Credit Calculation.** For an employee hired on or after July 5, 1987, length of service for the purpose of calculating vacation will be the total service the employee has with any township in the state of Ohio. For an employee hired before July 5, 1987, length of service will include all prior service with the State of Ohio and any political subdivision of the state. Prior service credit will not apply to an employee who retired before June 24, 1987, and subsequently was rehired after June 24, 1987. Employees hired after December 31, 2012, shall not receive any prior service credit for work performed for another employer or the Township.

**Section 14.3. Vacation Accrual/Service Credit.** Service credit is earned by an employee for each eighty (80) hour bi-weekly pay period during which he/she works. Vacation accrues only during regularly scheduled work hours, and not during overtime hours.

**Section 14.4. Vacation Entitlement Following First Year of Employment.** After one (1) full year of service with the Township, an employee will be credited with vacation earned during the first year of employment. Vacation may be taken only after one (1) full year of employment. If an employee terminates his/her employment before one (1) full year of service with the Township, he/she will receive no vacation pay.

**Section 14.5. Usage/Sell-Back.** Except for the first year of employment, each employee will be credited in January with his/her full vacation accrual for the year. The employee may use vacation at any time during the calendar year with the approval of the Township Trustees or Department Head. In no case may an employee take vacation before it is accrued. If an employee decides he is not going to use any portion of the vacation he is entitled to during the calendar year, then that employee shall inform the Township Trustees or the Department Head as to the exact number of vacation days that he will not be taking during the calendar year. This must be done by March 15<sup>th</sup> in each year of entitlement. Once done, this decision stands. It cannot be retracted and the employee shall be paid for those vacation days for which notice is provided. The employee shall be required to schedule off the remaining time. Payment shall be made in the first full pay in December.

**Section 14.6. Vacation Scheduling.** The dates of vacation shall be determined by seniority and by mutual agreement between the employee and his/her supervisor taking into consideration operational necessity. Management shall solicit from the bargaining unit by each January 31<sup>st</sup> a preference list of vacation dates. This list shall be arranged by bargaining unit seniority and each bargaining unit member shall be notified as to which dates are available for his/her choice. The final vacation list shall be posted by February 28<sup>th</sup> of each year. Employees desiring to take their vacation between January 1<sup>st</sup> and February 28<sup>th</sup> of each year shall notify the Superintendent in writing at least ten (10) days in advance of their desired vacation time and with the further provision that the Superintendent will act upon said request within seven (7) days of receipt.

**Section 14.7.** For vacation leave requests not covered under Section 14.6, such requests must be submitted in writing to the Superintendent for approval a minimum of ten (10) days in advance.

Written requests may be submitted with less than ten (10) days' notice when unusual circumstances dictate the situation.

**Section 14.8.** Vacation leave may be denied during a specific period, if the workload dictates.

**Section 14.9. Vacation Payout Timing/Reconciliation.** The vacation sell back payment shall be issued during the first full pay in December each year. Any employee who receives payment for time not yet accrued and then separates from service will be required to reconcile any payments received but not earned out of his separation payment.

**Section 14.10. Use of Bereavement Leave During Vacation.** If an employee experiences a death in the family that would qualify for paid bereavement leave while he/she is on vacation, the time will be charged to bereavement leave.

**Section 14.11. Minimum Increments for Usage.** Vacation leave may not be taken in less than one-hour (1 hour) increments and must be pre-approved by the Superintendent.

## **ARTICLE 15** **DISCIPLINE**

**Section 15.1.** Disciplinary action taken by the Employer shall be for just cause.

**Section 15.2.** All employees who are given a written reprimand, suspended or demoted and all non-probationary employees who are demoted or discharged, shall be given written notice regarding the reason(s) for the disciplinary action

**Section 15.3.** Prior to any discipline being imposed, the employee shall be given a meeting to respond to the Superintendent, or his designee, except in the case of a demotion or discharge of a probationary employee.

**Section 15.4.** In the case of a suspension or a dismissal, an employee may immediately file a grievance in Step Two of the Grievance Procedure contained in Article 16 of this Agreement, except in the case of a discharge of a probationary employee. The Step Two hearing shall be held within seven (7) calendar days of the filing of the grievance and be answered within ten (10) calendar days of the hearing.

## **ARTICLE 16** **GRIEVANCE PROCEDURE**

**Section 16.1. Definition.** A grievance is an allegation by the Employer, the Union, or a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the specific and express terms of this Agreement.

**Section 16.2. Grievance Contents.** All grievances must be reduced to writing and include the following:

a. Aggrieved Bargaining Unit Member's name and signature.

- b. Aggrieved Bargaining Unit Member's classification.
- c. Date grievance was first discussed with the Supervisor.
- d. Date when grievant first became aware of grievance.
- e. Description of incident giving rise to the grievance.
- f. Articles and Sections of Agreement violated.
- g. Remedy sought.

**Section 16.3. Procedure.** Nothing in this Article shall preclude an employee from attempting to resolve a matter prior to the initiation of a formal grievance. When a grievance arises, the following procedure shall be observed:

**Step One:** The Shop Steward or the employee shall present the grievance to the Superintendent or his designee within seven (7) calendar days after the employee learned or should have learned of the event(s) giving rise to the grievance and upon which the grievance is based. Within seven (7) calendar days thereafter, the Superintendent or his designee shall meet with the Shop Steward and grievant to conduct the grievance hearing.

Within seven (7) calendar days after the Step One Hearing, the Superintendent or his designee shall respond in writing to the Union.

**Step Two:** If the grievance is not satisfactorily settled at Step One, it shall be presented in writing to the Trustees or their designee, by the Union, within fifteen (15) calendar days following receipt of the Step One answer. Thereafter, the Trustees or their designee shall meet with the Steward and the grievant, and a representative of the Union at a date and time mutually agreeable to the parties but, in any case, within fifteen (15) calendar days following receipt of the appeal. Thereafter, within twenty (20) calendar days, the Trustees or their designee shall provide a written answer to the grievance.

**Step Three:** If the grievance is not satisfactorily settled at Step Two the Union may, within thirty (30) calendar days after receipt of the Step Two answer, submit the issue to arbitration by notifying the Employer and the Federal Mediation and Conciliation Service (FMCS) in writing.

The Union may refer the grievance to Final and Binding Arbitration by submitting a joint request to the FMCS for a list of fifteen (15) Ohio based arbitrators within fourteen (14) days of the date of the letter of intent, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 2 reply or default rejection as applicable. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party shall have the right to reject one (1) panel of arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The expenses of obtaining the initial list shall be equally split between the parties. The party rejecting the list shall bear the cost of obtaining a new list from FMCS. If both parties reject the list, the cost of obtaining a new list will be split equally.

The cost and fees of the Arbitrator shall be equally split and paid by the parties. All hearings shall take place at the Township Hall unless mutually agreed otherwise.

**Section 16.4. Arbitrator's Authority.** In the event a grievance is submitted to arbitration, the Arbitrator shall have jurisdiction only over disputes as to the interpretation and/or application of and/or the compliance with provisions of this Agreement. In reaching his decision, the Arbitrator shall have no authority to add to or subtract from or modify in any way the provisions of this Agreement. In the event of a monetary award, the arbitrator shall limit retroactive settlement to the date the grievance was presented to the Township at Step 1 of the grievance procedure. The Arbitrator shall issue a decision within thirty (30) days after the close of the arbitration hearing. The decision of the Arbitrator shall be final and binding on the parties, subject to review as provided in the Ohio Revised Code.

**Section 16.5. Time Limits.** The time limits set forth in the Grievance Procedure may be extended by mutual agreement of the Employer and the Union. Calendar days as used herein shall include Saturdays, Sundays and holidays. Grievances not processed by the Employer in a timely fashion shall be considered to be rejected by default and may automatically be appealed by the Union to the next step within the applicable time limitation. Grievances not processed by the Union in a timely fashion shall be regarded as resolved based on the previous step's response or default rejection as may be applicable.

**Section 16.6. Group Grievances.** Where a group of bargaining unit employees desires to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance with the appropriate Shop Steward. Each employee to be included in such grievance shall be named in the grievance. Such grievance may be initiated at Step Two of the grievance procedure provided the grievance is filed within fifteen (15) days of the occurrence or the action giving rise to the grievance.

**Section 16.7. Witnesses.** Employees who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of subpoena and shall be compensated at their regular hourly rate for all hours during which attendance is required by the Employer. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees adversely affect the normal operations of the department.

## **ARTICLE 17** **INSURANCE**

**Section 17.1. Health Insurance Coverage.** The Employer will continue to provide the same life, hospitalization and medical insurance programs offered to all non-bargaining unit Township employees including prescription and dental coverages. The Employer shall select appropriate carriers/providers and otherwise determine the method of provision and coverage. The costs and/or terms and conditions of said insurance may be subject to change, provided that such changes are applied uniformly to non-bargaining unit employees. The Employer will meet with the Union prior to the implementation of a new plan and/or carrier to discuss new plan design. The participating employee may either select single, with spouse, with children, family or other coverage offered under the plan.

**Section 17.2. Contributions/HRA Funding.** Employees shall pay ten percent (10%) of the appropriate monthly premium through December 31, 2016, twelve and one-half percent (12.5%)

effective January 1, 2017, and fifteen percent (15%) effective January 1, 2018. Such payments shall be made through payroll deduction, bi-weekly, including any changes in the premiums as they occur.

The Employer shall fund each employee's HRA at the same level and in the same manner is provided to non-bargaining unit personnel should a HRA be maintained as a feature of the insurance plan. The Employer will meet with the Union prior to the implementation of a change to the present HRA design to discuss any changes being made.

**Section 17.3.** Employees may elect to drop or decline the insurance, excluding life insurance, provided by the Township, provided he or she is covered by his/her spouse's employer provided plan, and provided further that any such declination would not drop total participation in the employer provided plan below the carrier-designated minimum participation level. Any such employee dropping or declining the insurance provided by the Township shall receive one thousand dollars (\$1,000.00) per year. Said payments shall be made semi-annually during the months of January and July of each calendar year and pro rated for partial years or months. In the event any such employee having exercised his or her declination rights loses coverage through his or her spouse's employer, the employee may, within thirty (30) days of any such loss of coverage, apply to enroll in the Chester Township health insurance program, in which case, the decision as to whether or not the medical screening and/or pre-existing condition clauses will be applicable, will be dependent upon the terms of the existent policy provided by Chester Township. In the event any such employee fails to apply within thirty (30) days, subsequent application will be subject to medical screening and pre-existing condition clauses to the extent permitted by State and/or Federal law.

**Section 17.4. Health Coverage During Leaves of Absence.** The Township will continue to pay its portion of the premium for an employee who is not in active pay status, but on a medical leave to the extent that such is required under the FMLA.. The employee is required to pay his/her portion of the premium by the first of each month. An employee for whom the Township maintains health care during a medical leave and who does not return to work at the end of the leave shall be required to repay the Township the amount it paid to maintain the coverage.

## **ARTICLE 18** **ON THE JOB INJURY**

**Section 18.1.** An employee who is injured on the job must notify his/her supervisor immediately and must complete an incident report recording all pertinent and factual information about the accident. This report must be completed on each work related injury, whether or not the employee requires medical attention. The report is to be forwarded to the Superintendent within one (1) workday of the accident. In the event of a serious injury, the injured employee's supervisor is to notify the Superintendent immediately so that an investigation may be initiated. A Workers' Compensation claim for an unreported injury will not be certified unless the injury required immediate medical attention and was documented by the supervisor.

**Section 18.2.** If an injury requires medical attention, the supervisor will ensure that the steps outlined in the current managed care provider's handbook are followed.

**Section 18.3.** The employee is responsible for notifying the Superintendent of his/her expected date of return as soon as it is known, and keeping the Superintendent apprised of his/her condition.

**Section 18.4.** An employee who is injured at work and must leave before completing the workday will be paid at his/her regular rate for the balance of time left in the scheduled workday. An injured employee is required to comply with all treatment plans prescribed by the attending licensed practitioner and return to work as soon as possible.

**Section 18.5.** An injured employee may elect to use accrued sick leave and/or vacation leave prior to receiving payments from Workers' Compensation. Employees are prohibited, however, from receiving payment for paid leave while simultaneously receiving payment from Workers' Compensation.

**Section 18.6.** Employees must arrange to forward all Workers' Compensation reports to the Board of Trustees via the Township Fiscal Officer.

## **ARTICLE 19** **SICK LEAVE**

**Section 19.1. Crediting of Sick Leave.** Full-time employees accrue sick leave at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of service. Sick leave is earned only when an employee is in active pay status. Sick leave does not accrue during overtime work.

### **Section 19.2. Maximum Sick Leave Cap.**

- a. **Sick Leave Cap.** An employee will be able to accrue unlimited sick time and will be able to use such sick time throughout their employment as described in Section 19.4, Uses of Sick Leave. Sick leave shall be capped at 960 hours for retirement purposes. Upon retirement, an employee may convert up to 960 hours of accumulated sick leave into cash payment in accordance with Article 20, Sick Leave Conversion.
- b. **Retirement Bank.** An employee, who on 1/1/2000 has sick leave hours in excess of 960 hours, will be permitted to place the additional hours in a retirement bank. An employee may only use the retirement bank hours in the event that the sick leave balance has been exhausted. Upon retirement, an employee may convert his/her retirement bank hours into a cash payment in accordance with Article 20, Sick Leave Conversion.

**Section 19.3.** An employee requesting sick leave must notify his/her supervisor and give the reason for his/her absence no later than two (2) hours before he/she is scheduled to begin work on each day of absence, unless other arrangements have been made.

### **Section 19.4. Uses of Sick Leave.**

1. Illness or injury of the employee or illness or injury of a member of the employee's immediate family, where the presence of the employee is reasonably necessary.

2. Exposure of the employee to a contagious disease that would have the potential of jeopardizing the health of the employee or the health of others.
3. Medical, dental or optical appointments of the employee that cannot be scheduled during non-work time. Time-off must be arranged with the employee's supervisor in advance.
4. Disability due to pregnancy, childbirth or related medical conditions

**Section 19.5.** "Immediate family" is defined as parent, brother, sister, spouse or child.

**Section 19.6.** Sick leave is charged in minimum units of one-half (1/2) hour.

**Section 19.7.** An employee absent on sick leave is paid at his/her regular rate of pay.

**Section 19.8.** An employee who sees a health care provider, or has a condition that continues for more than three (3) calendar days, will be required to present a health care provider's note verifying the illness or visit. If the absence is for a personal illness, the note must state the employee's probable date of return to work. Upon return to work, the employee must furnish a statement from the health care provider certifying his/her ability to perform the job duties.

**Section 19.9.** Sick leave must be requested on the Request for Leave form as soon as the employee returns to work.

**Section 19.10.** The Township Trustees have the authority to investigate the reasons for an employee's absence.

**Section 19.11.** If an illness or disability continues beyond the time covered by earned sick leave, an employee may use earned vacation leave or may request an unpaid leave of absence in accordance with Article 25. An employee must use all available paid leave prior to being placed on unpaid status.

**Section 19.12.** An employee who fraudulently obtains sick leave or falsifies sick leave records is subject to disciplinary action.

**Section 19.13.** An employee who retires from the Township according to the requirements of PERS may convert a portion of his/her accrued but unused sick leave into a cash payment at the time of retirement.

**Section 19.14.** An employee who does not use more than one (1) sick leave day in a calendar year will be paid a sick leave bonus of \$350.00. An employee who does not use more than three (3) sick leave days in a calendar year will be paid a sick leave bonus of \$200.

## **ARTICLE 20** **SICK LEAVE CONVERSION**

**Section 20.1.** An employee who retires according to the requirements of PERS will be paid for a portion of his/her sick leave balance and retirement bank up to the limits defined below.

Payment will be at the employee's current rate of pay, in one lump sum payment, and will eliminate any sick leave balance.

<u>Years of Service with Chester Township</u>	<u>% of Sick Leave Balance to be Paid</u>
Less than five (5) years	0
Five (5) years up to ten (10) years	15%
Ten (10) year up to fifteen (15) years	20%
Fifteen (15) years up to twenty (20) years	30%
Twenty (20) years or more	50%

## ARTICLE 21 COURT LEAVE

### Section 21.1. Mandatory Appearance.

- a. An employee will receive his/her regular pay when summoned by a court of competent jurisdiction for jury duty or to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses, providing the employee is not a party to the action.
- b. When an employee is required to appear in court on a matter related to his/her job, he/she will be paid for all hours of service.

Section 21.2. Any compensation received from the court must be paid to the Township unless all duty is performed outside regular work hours.

Section 21.3. An employee who must appear in court on his/her own behalf may use vacation time or may request an unpaid leave of absence.

Section 21.4. An employee released from jury duty four (4) hours or more prior to the end of his/her scheduled workday must report to work for the remaining hours.

## ARTICLE 22 FUNERAL LEAVE

Section 22.1. A full-time employee will be given a maximum of three (3) days paid leave to attend the funeral of a member of his/her immediate family.

Section 22.2. The three (3) days must be taken consecutively and must include the day of the funeral.

Section 22.3. An employee who was not scheduled to work due to a holiday or regular day off will not be entitled to funeral leave.

Section 22.4. Funeral leave will not be deducted from the employee's sick leave.

**Section 22.5.** "Immediate family" is defined for this section as spouse, parent, child, grandparent, sibling, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or a legal guardian or other person who stands in the place of a parent (in loco parentis).

**Section 22.6.** The employee must provide documentation of the death in order to qualify for leave. Acceptable documentation includes one of the following:

- a. Newspaper notice;
- b. Death Certificate;
- c. Statement from the Funeral Director.

### **ARTICLE 23** **MILITARY RESERVE**

**Section 23.1.** A regular employee who is a member of the Ohio National Guard, Defense Corps, Naval Militia or another U.S. Armed Forces reserve component is authorized up to thirty-one (31) days or a maximum of one hundred seventy-six (176) hours leave per calendar year for training purposes. The employee must submit a copy of the Active Duty for Training Orders with the request for leave and complete the required leave papers.

**Section 23.2.** The employee will be paid for the period of service an amount equal to the differences between his/her regular pay (including any supplements) and the pay he/she receives from the military (i.e., employee receives no loss in pay).

### **ARTICLE 24** **ACTIVE MILITARY LEAVE**

**Section 24.1.** A full-time employee with more than ninety (90) days tenure, who voluntarily or involuntarily enters any of the Armed Services of the United States, will be granted an unpaid military leave of absence.

**Section 24.2.** If not accepted for active duty, the employee will be reinstated to his/her former position without loss of seniority, status or reduction in pay.

**Section 24.3.** An employee who completes his/her active duty obligation, without voluntarily re-enlisting or extending the obligation, is entitled to his/her previous position within thirty (30) days of submitting a written request, provided such request is submitted within ninety (90) days of release from active duty.

**Section 24.4.** If a temporary disability prevents the employee from performing the duties of his job, he/she will be allowed up to one (1) year from the date of application to overcome the disability and return to work. If the employee has a qualifying disability under the Americans with Disabilities Act, he/she will be reasonably accommodated.

**Section 24.5.** An employee returning to a previously held position under these provisions will receive credit for military service in the areas of status, rank, rating, pay increments, qualifications, etc., as though employment with the Township had continued during the leave.

**Section 24.6.** Paid leave does not accrue during active duty military leave.

## **ARTICLE 25** **LEAVE OF ABSENCE**

**Section 25.1.** An employee may request an unpaid leave for any reason for up to ninety (90) work days. Reasons include conditions relating to pregnancy and childbirth that are not covered by available paid leave, child care and serious illness of the employee or a family member. A leave of absence may be granted at the discretion of the Township Trustees, except for the period of disability related to pregnancy and childbirth, which is required by law.

**Section 25.2.** The request for a leave of absence must be submitted in writing a minimum of thirty (30) calendar days before the leave is to begin, except in emergency situations.

**Section 25.3.** Township-paid health insurance will not be provided to an employee on an unpaid leave of absence.

**Section 25.4.** The Township Trustees will evaluate township needs and employee performance and service records in making their determination of whether to approve a leave.

**Section 25.5.** An employee must use all available paid leave before taking an unpaid leave.

**Section 25.6.** Employees are ineligible for unemployment compensation during any approved, unpaid leave of absence.

**Section 25.7.** An employee on a leave of absence for medical reasons must keep the Township Trustees informed of his/her condition and any change in his/her expected date of return to work. An employee may request an opportunity to return to work before the expiration of his/her approved leave of absence. Approval is at the discretion of the Township Trustees.

**Section 25.8.** Upon expiration of an unpaid leave of absence, the employee will be assigned to the first available vacancy for which he/she is fully qualified. Qualifications will be determined by the Township Trustees.

**Section 25.9.** An employee who fails to return to work at the expiration of an approved unpaid leave of absence, without satisfactory explanation to the Township Trustees, will be discharged. The employee's termination date will be established as the starting date of the approved leave of absence.

## **ARTICLE 26** **UNIFORM ALLOWANCE**

**Section 26.1. Uniform Allowance.** Each full-time Road Department employee may elect to either have the Township provide uniforms and laundry service, or have the Township provide.....

an annual uniform allowance of four hundred dollars (\$400.00). This election will be made once annually in December.

**Section 26.2.** In addition to the uniforms or uniform allowance provided in Section 26.1, each full-time Road Department employee will be given an annual uniform stipend of four hundred dollars (\$400.00) for the purchase of work-related shoes and clothing.

**Section 26.3. Payment of Allowance.** The uniform allowance (if elected) will be paid in two (2) two hundred dollar (\$200.00) payments, one (1) in March and one (1) in September and is subject to all applicable taxes.

**Section 26.4. Cell Phone Stipend.** Each full-time Road Department employee that uses their personal cell phone for work will be given an annual cell-phone stipend of eighty-five dollars (\$85.00) per year to be paid in March and which is subject to all applicable taxes.

## **ARTICLE 27** **LAYOFFS/REDUCTION IN FORCE**

**Section 27.1.** Whenever the Employer determines that a change in finances or work load, elimination of a position, or a reorganization of job responsibilities is necessary, a reduction in force may occur.

**Section 27.2. Order of Reduction.** The order of layoff or reduction will be determined by the Employer on the basis of performance and Township needs. If two (2) or more employees have equal skill and ability to do the job, as determined by the Employer, the least senior employee(s) shall be laid off or subject to reduction first.

**Section 27.3. Notification of Reduction.** An employee will be notified at least two (2) weeks before the effective date of a layoff or reduction.

**Section 27.4. Recall.** An employee who is laid off or otherwise subject to reduction shall have two (2) years recall rights from the date of the reduction. Recall during that time period shall be determined by the Employer based on the basis of Township needs.

## **ARTICLE 28** **WAGES**

**Section 28.1.** During the term of this agreement, bargaining unit members shall receive the following general wage increases. Effective the first full pay period following January 1, 2016, members shall receive a two percent (2.0%) general wage increase. Effective the first full pay period following January 1, 2017, bargaining unit members shall receive a two percent (2.0%) general wage increase. Effective the first full pay period following January 1, 2018, bargaining unit members shall receive a one percent (1.0%) general wage increase. The following wage schedule reflects the aforementioned adjustments to the applicable rates of pay.

	2015	2016	2017	2018
Classification	Rate of Pay	2.0 % increase	2.0 % increase	1.0% increase
Road Worker	\$18.10	\$18.46	\$18.83	\$19.02
Road Worker I	\$19.98	\$20.38	\$20.79	\$21.00
Road Worker II	\$20.64	\$21.05	\$21.47	\$21.69
Road Worker III	\$21.47	\$21.90	\$22.34	\$22.56
Road Worker IV	\$22.24	\$22.68	\$23.14	\$23.37
Foreman	\$22.98	\$23.44	\$23.91	\$24.15
Assistant Superintendent	\$25.72	\$26.28	\$26.76	\$27.03
Mechanic I	\$22.94	\$23.40	\$23.87	\$24.11
Mechanic II	\$26.24	\$26.76	\$27.30	\$27.57

**ARTICLE 29**  
**RETIREMENT PICK-UP**

**Section 29.1.** Each employee covered by the Public Employees' Retirement System will have his/her gross pay reduced by an amount equal to his/her portion of the required contribution to the retirement fund. The Township will then pay both the employee's and the township's contribution. This reduction defers federal and state income tax until withdrawal or retirement.

**ARTICLE 30**  
**SENIORITY AND JOB CONSIDERATION**

**Section 30.1.** An employee's seniority shall be the employee's uninterrupted length of continuous service with the Chester Township Road Department commencing with the employee's last date of full-time hire. An employee shall have no seniority for any initial probationary period, but upon successful completion of the probationary period, seniority shall be retroactive to the date of full-time hire.

**Section 30.2.** Seniority shall be terminated when an employee:

- a. Quits or resigns;
- b. Is discharged for just cause;
- c. Is laid off for a period of two (2) years or more;
- d. Fails to report to work within fourteen (14) calendar days of receipt of notice of recall from lay off, said notice to be provided by certified mail addressed to the employee's last known address as shown in the employer's record;
- e. Is absent without report for three (3) scheduled work days, unless the employee can prove acceptable extenuating circumstances.

**Section 30.3.** The Employer will consider current qualified employees for placement in vacancies occurring in job classifications but retains the sole right and discretion to fill vacancies by hiring from within the Department or by making an outside hire.

**ARTICLE 31**  
**CONFORMITY TO LAW**

**Section 31.1.** The provisions of this Agreement shall prevail over or be subject to any applicable present and future, state or local laws, along with any applicable Rules and Regulations as is provided in Revised Code Section 4117.10. The invalidity of any provisions of the Agreement by reason of any such existing or future Law or rule or regulation shall not affect the validity of the surviving portions.

**Section 31.2.** If the enactment of legislation or a determination by a court of final and competent jurisdiction, with authority to rule on the matter, (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity or the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

**ARTICLE 32**  
**TOTAL AGREEMENT/MIDTERM BARGAINING**

**Section 32.1.** All prior agreements, understandings, past practices are terminated. No understandings, undertakings, past practices, amendments or modifications of this Agreement shall be valid unless it is agreed to by the Employer and the Union, reduced to writing, and properly signed by both parties.

**Section 32.2. Mid-Term Bargaining.** Neither party is obligated to bargain over any matter already covered by the Agreement. Where a proposed action involves a mandatory subject of bargaining and is not already provided for by the Agreement, then the Employer, prior to making such change, shall inform the Union of said proposed change prior to the date of implementation and shall meet with the Union to discuss the matter upon request. The Employer may unilaterally implement such changes after any such discussions have taken place or seven (7) days after notice to the Union if no discussions have been requested.

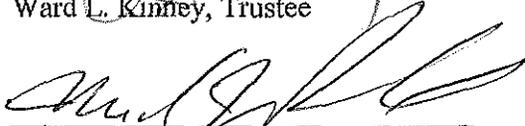
**ARTICLE 33**  
**DURATION OF AGREEMENT**

**Section 33.1.** This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Union and except as otherwise noted herein shall become effective upon date of ratification by both parties and shall remain in full force and effect until December 31, 2018. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2018, a written notice to negotiate must be served on the other party not sooner than ninety (90) calendar days prior and no later than sixty (60) calendar days prior to the expiration of this Agreement.

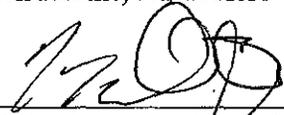
**SIGNATURE PAGE**

**FOR CHESTER TOWNSHIP**

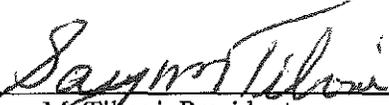
  
\_\_\_\_\_  
Ward L. Kinney, Trustee

  
\_\_\_\_\_  
Michael J. Petruziello, Trustee

  
\_\_\_\_\_  
Ken Rattke, Jr., Trustee

  
\_\_\_\_\_  
Michael D. Esposito, Labor Consultant

**FOR TEAMSTERS LOCAL UNION 436**

  
\_\_\_\_\_  
Gary M. Tiboni, President  
IBT 436

  
\_\_\_\_\_  
Jack Fortesque, Secretary Treasurer  
IBT 436

**MEMORANDUM OF UNDERSTANDING**  
**REMOVAL OF ASSISTANT SUPERINTENDENT CLASSIFICATION**

The parties agree that as long as the present incumbent (Terry Varner) remains in this classification it shall be included within the unit. The parties agree that upon the retirement or other departure of the incumbent, the position shall be removed from the unit and the parties shall execute the necessary paperwork with SERB to memorialize that action. The parties agree to meet for the purpose of bargaining the impact of that action when it occurs.

**SIDE LETTER**  
**CONTINGENT REOPENER**

In the event that the Employer agrees to a different insurance package with the OPBA bargaining unit, the Union may file to re-open the agreement for the purposes of discussing and negotiating those differences and/or adjustments to economic matters under the agreement and the extension of such terms to the members of the bargaining unit.

**SIDE LETTER**  
**LUMP SUM PAYMENT**

All bargaining unit members who are employed by the Chester Township Road Department on the ratification date of the contract shall receive a lump sum payment of five hundred dollars (\$500.00) within sixty (60) days following the execution of the Agreement.