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NEGOTIATED CONTRACT

BETWEEN

NIMISHILLEN TOWNSHIP BOARD OF TRUSTEES

**UTILITY WORKERS UNION OF AMERICA
AFL-CIO LOCAL 578-A**

EFFECTIVE FROM

JULY 1, 2008

TO

JULY 1, 2011

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SECTION I

PURPOSE

This Agreement is made and entered into at Louisville, Nimishillen Township, Stark County, Ohio, by and between Nimishillen Township, Stark County, Ohio, through the Board of Nimishillen Township Trustees, hereinafter referred to as the "Employer" or "Township," and the Utility Workers Union of America, AFL-CIO, Local 578-A, hereinafter referred to as the "Union" on behalf of the Members of said Union, hereinafter collectively referred to as "Bargaining Unit" or "Unit," whose individual members are hereinafter referred to as "Employees" or "Members." In an effort to continue harmonious and cooperative relationships with its Employees and insure the orderly and uninterrupted efficient operation of government, the Employer now desires to enter into an agreement reached through collective bargaining which shall be binding upon both the Employer and the Union, which will have for its purposes, among, others, the following:

1. To recognize the legitimate interests of the Employees and the Employer to participate through collective bargaining in the determination of terms and conditions of employment, as required under ORC 4117. This Agreement pertains to all Employees within the Bargaining Unit defined herein.
2. To promote fair and reasonable working conditions.
3. To promote individual efficiency and service to the citizens of Nimishillen Township Ohio, and to attract and retain qualified Employees by providing competitive wages and benefits.
4. To avoid interruption or interference with the efficient operation of the Employer's business.
5. To provide a basis for the peaceful and equitable adjustment of matters of mutual interest by means of amicable discussion.

This Agreement is intended for the use of Road Department Employees, and is subject to all applicable Federal and State laws. The provisions contained in this Agreement will be construed to comply with such laws, provisions, or judicial interpretations. If any provision of this Agreement is found to be contrary to the above by a court of competent jurisdiction, that specific provision alone shall be of no further force and effect. The remainder of the Agreement, however, shall remain in the full force and effect.

SECTION II

UNION RECOGNITION

The Employer hereby recognizes the Utility Workers Union of America, AFL-CIO as the sole and exclusive representative for those employees of the Highway Department in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals, employed permanent full-time or part time in and holding the following classifications:

Part –Time Laborer
Full Time Laborer
Assistant Highway Superintendent

UNION SECURITY

A. The Employer and the Union agree that membership in the Union is available to all employees occupying classifications as has been determined by this Agreement to be appropriately within the Bargaining Unit upon the Employee's successful completion of a 180-day probation period.

B. The Employer agrees to deduct regular Union membership dues once each month from the pay of any Employee eligible for membership in the Bargaining Unit upon receiving written authorization signed individually and voluntarily by the Employee. Upon receipt of the proper authorization, the Employer will request the Clerk to deduct dues from the payroll checks of Unit Members for the next pay period following the pay period in which the authorization was received by the Employer from which Union dues shall be deducted.

C. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of dues, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claim, 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.

D. The Employer shall be relieved from making "check-off" deductions for Unit Members upon a Member's: (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or, (d) an agreed unpaid leave of absence, or (3) revocation of the check-off authorization in accordance with its terms or with applicable law.

E. The Employer shall not be obligated to make deductions from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions. June 25, 2008

F. It is agreed that neither the Employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is determined that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount provided the deduction does not exceed a total of two (2) months regular dues from the pay of any such Employee. Employer will not deduct more than one (1) month's regular dues from an Employee's monthly pay.

G. The rate at which dues are to be deducted shall be certified in writing to the Township Clerk by the Treasurer of the Union during January of each year. One (1) month advance written notice must be given to the Township Clerk prior to any changes being made to an Employee's dues deductions.

H. The Employer agrees to supply the Union with a list of those Employees for whom dues deductions will be made at the commencement of this contract period and as often as necessary thereafter.

I. Each Employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement unless an Employee certifies in writing by certified mail to the Employer and the Union that the dues check-off authorization has been revoked, at which point the dues deduction will cease effective with the pay period following the pay period in which written dues deduction revocation notice was received by the Employer.

J. Upon written notice by certified mail to the Union, all dues deductions, at the Employer's option, may be canceled upon the termination of this Agreement.

FAIR SHARE FEE

Section 1. All current and new Members of the Bargaining Unit shall at their option:

- A. Maintain membership in the Union
- B. Become members of the Union, or
- C. Pay a fair share service fee to the Union in the amount not to exceed the normal dues and in accordance with Ohio Revised Code Section 4117.09.

Section 2. Fair share fees shall be deducted by the Employer in the same manner as dues deduction as provided in Article III of this Agreement.

MANAGEMENT RIGHTS

The Union shall recognize the right and authority of the Employer to administer the business of the Township and, in addition to other functions and responsibilities which are required by the law, the Union shall recognize that the Employer has and will retain the full right

and responsibility to direct the operations of the Township, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management and, more particularly, including, but not limited to the following:

1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discipline, demote; to discharge for just cause; and, to maintain order among its employees;
2. To manage and determine the location, type and number of physical facilities, equipment programs, and the work to be performed;
3. To determine the Township's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes;
4. To determine the size and composition of the work force and the Township's organizational structure;
5. To determine work schedules and to establish the necessary work rules for all Employees;
6. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
7. To maintain the security of records and other pertinent information;
8. To determine and implement necessary actions in emergency situations;
9. Effectively manage the work force.

The Union recognizes and agrees that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer.

NO STRIKE/NO LOCKOUT

Inasmuch as this Agreement provides a mechanism for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Nimishillen Township. Therefore:

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

2. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of Members of the Union, unless those Members shall have violated Section (1) of this Section.

EQUAL EMPLOYMENT OPPORTUNITY

Nimishillen Township is an Equal Employment Opportunity Employer. It is the policy of the Trustees to employ, train, compensate, and make available all conditions and privileges of employment without consideration of an individual's race, color, religion, sex, national origin, age or handicap.

PROBATIONARY PERIOD

Each new employee is hired on a 180 days probationary period.

Prior to the end of this 180-day period, each employee's work record and general adaptability to the Township's needs will be reviewed. This review will be done by the Superintendent and/or Trustee(s) to determine whether continued employment of the probationary employee would be mutually satisfactory. If the employee's performance does not justify continued employment, the probationary employee will be given notice of termination.

Nothing in this provision shall be construed to imply that an employee, at the conclusion of the probationary period, may only be terminated for just cause.

WORKING CONDITIONS

The Trustees recognize the importance of making surroundings as comfortable and as pleasant as possible. Every effort will be made to keep the workplace safe and clean. Your cooperation in this regard is essential.

OUTSIDE EMPLOYMENT

Under no circumstances shall an employee have other employment which conflicts with, or has the potential to conflict with his work for the Township or the programs, policies, and objectives of the Township.

HOURS OF WORK

The normal workweek for full-time employees is five consecutive days from Monday through Friday. Road department hours are 7:00 A.M to 3:30 P.M. daily with a one-half hour lunch Period. The schedule of each employee is subject to revision at any time. Individual adjustments in work times may be made by the Superintendent and/or Trustee(s) in response to varying work loads, priorities, and operation of the departments.

SATURDAY AND SUNDAY HOURS

Employees working for the Township on Saturday will be paid one and one half (1.5) their normal hourly rate of pay. If the Saturday falls on a holiday, the employee who works on Saturday will be paid two and one half times (2.5) their normal hourly rate of pay. An employee who works on Sunday will be paid two (2) times their normal hourly rate of pay. If the Sunday falls on a holiday, the employee will be paid a rate of two and one half (2.5) times their normal hourly rate of pay. These Saturday and Sunday rates are effective regardless of whether the employee worked 40 hours during the previous seven (7) days. Saturday and Sunday hours must be approved by the employee's Superintendent and/or Trustee(s).

OVERTIME

The Superintendent and/or Trustee(s) may approve overtime work for any employee based upon necessity for efficient department operation.

Each regular full-time employee is paid for a 40-hour workweek. Each seasonal or part-time employee's hours are determined by need and subject to the Superintendent and/or Trustee(s)'s discretion. Overtime hours will be those hours worked in excess of forty hours in one workweek, regardless of full-time and part-time employee status. All employees must have approval of their Superintendent and/or Trustee(s) before working overtime.

An employee who is requested to work overtime hours as above defined will be entitled to overtime compensation or compensatory time. Overtime pay or compensatory time pay will be computed on the basis of one and one half (1.5) times the standard hourly rate of pay for the employee's current work classification.

Compensatory time off will be calculated and/or accumulated as; one hour worked equals one hour off. Compensation for that time will be calculated as stated above. The Superintendent and/or Trustee(s) must approve compensatory time off.

Overtime and compensatory time will be determined, calculated, and reported to the payroll officer during the pay period affected with the employee's timecard information and will be signed and approved by the Superintendent and/or Trustee(s).

An employee who works on a day that has been designated a holiday will be paid for such time worked at one and one half (1.5) times his hourly rate of pay, in addition to his/her regular hourly rate of pay. Time worked on a holiday cannot be taken or accumulated as compensatory time.

PAYDAY/PAYPLAN

Hourly employees, including hourly employees who also receive a salary, are paid every other Thursday, on a 14-day “pay frequency” which ends on the Friday night (midnight) prior to the Thursday payday. Paydays conflicting with holidays may be scheduled on a different day other than Thursday and must be approved by the Payroll Officer. Payroll deductions are required for income taxes, Federal State, and Municipal Medicare (1.45% for all employees hired after Oct. 1, 1987), Social Security (for P.E.R.S. exempt or excluded employees), Ohio Public Employees Retirement System (for employees not exempt or excluded from this program), and any deductions so ordered by a court of law. Other deductions may be withheld by resolution of the Board of Trustees.

In the event a pay discrepancy should arise, the employee should immediately contact his/her Superintendent and/or Trustee(s) for reconciliation. After reconciliation, the Superintendent and/or Trustee(s) will forward any necessary revision to the Fiscal Officer for immediate processing. Pay advances of any kind are not permitted.

DIRECT DEPOSIT

All employees will participate in the direct deposit program. Upon hire the employee shall designate the bank of their choice to receive their direct deposit. Payroll Direct Deposit will be made to one account per employee (payroll deposits will not be made to multiple accounts). An employee may not change banks more than once in a calendar year.

ATTENDANCE / TARDINESS

Employees are required to be present during all scheduled hours of work, and are required to work to the end of each work period. Employees who are tardy will have their pay reduced and be disciplined in accordance with the Township personnel policy on tardiness.

ABSENCE

Absence for any reason must be reported to the employee's Superintendent and/or Trustee(s) as follows:

Employees must report absence for any reason to their Superintendent and/or Trustee(s) no later than thirty (30) minutes before their scheduled starting time.

An employee returning to work after an absence due to sickness or injury may be required to have a written statement from his physician explaining the reason for his/her absence. (See Sick Leave) A written physician's statement also may be required to certify that an employee is physically able to perform his/her duties on return from absence due to sickness or injury. This written statement shall be supplied by the employee at the employee's expense.

DEPARTMENT RULES

Each department has varying rules related to its function and safety. All road department employees must wear a hard hat, proper clothing and proper footwear when working with or around heavy equipment. All employees working for Nimishillen Township are covered by Ohio Worker's Compensation. You must file a written report immediately with your Superintendent and/or Trustee(s) if any injury is sustained while on the job.

CHANGE OF STATUS

It is important to employees and to the Township that accurate payroll insurance and other government records are maintained. Immediately inform your Superintendent and/or Trustee(s) of any of the following changes:

- | | |
|--------------------|--------------------------|
| (a) Address | (e) Number of Dependents |
| (b) Phone Number | (f) Citizenship Status |
| (c) Name | (g) Driving Status |
| (d) Marital Status | |

SENIORITY

1. Seniority is an Employees length of continuous service with the Township, including any approved leaves of absence. Newly-hired probationary Employees who have completed their probationary period shall be entered on the seniority list, with seniority retroactive to date of hire. In the event two (2) or more Employees are hired on the same date and time, seniority shall be determined on the basis of the employee's date of application of employment.

2. Loss of Seniority. An Employee shall lose all seniority rights for anyone or more of the following reasons:

A. Retirement. (this is not to be construed to mean that the retiring Employee loses benefits to which he/she is entitled at the time of his/her retirement);

B. Voluntary resignation or quit;

C. Discharge for cause when such discharge is not reversed by way of the grievance and/or arbitration procedures;

D. Is laid off, or otherwise fails to perform any bargaining unit work for a period of forty-eight (48) or more consecutive months, or the Employee's length of service at time of layoff, whichever is less;

E. Five (5) days notice will be provided to employee and Union prior to returning to work after the expiration of recall from layoff.

3. Any Employee who is promoted or transferred to a job outside the bargaining unit shall retain such seniority, but not accumulate additional seniority after the date of said promotion or

transfer. If the Township, through a promotion or demotion, returns an Employee to a job within the bargaining unit, such Employee will be restored to the seniority list with seniority determined according to this Section.

4. Individuals who are employed in classifications outside the bargaining unit, who become employed in bargaining unit covered classifications shall be considered as a new Employee for purpose of seniority under the provisions of this Agreement.

5. Seniority shall be the determining factor for promotions, shift assignments, vacation, days off for Employees, demotion and layoff. In the event of a temporary promotion the Township shall determine the senior most qualified employee to fill such temporary assignment, any dispute however subject to the grievance procedure. Seniority shall not apply to management's appointment of the Superintendent's position.

6. Part-time employees shall be those hired to perform a continuing specific work requirement that is temporary in nature or less than 40 hours per week. Part-time employees will only be used for part-time applications in order to supplement the regular full-time workforce, unless otherwise agreed. While the intention is for part-time employees, who are temporary in nature, to be regularly scheduled to work less than 32 hours per week, the actual hours worked may be greater due to temporary operational needs or trading of hours with other employees. Once a part-time employee has reached 1500 hours of work in any year, the part-time employee will be converted to full-time status.

These part-time employees will work in bargaining unit positions and will be paid the minimum wage rate for the job classification. They shall not acquire classified seniority rights. Part-time employees may be laid off for any reason without recall rights. Such layoffs shall not be subject to the grievance procedure.

PROMOTION

The Township will promote, whenever possible, the senior employee deemed eligible and qualified for promotion. Employees who are promoted will be placed on a probationary period of 180 days to insure they are able to fulfill the duties and responsibilities of the new position.

If an employee is promoted to a higher classification and fails to perform the duties of the job, he will be returned to his former classification. If no current employee is qualified for the position, the job may be filled by hiring a qualified outside candidate.

TRAVEL REIMBURSEMENT

Ordinary and necessary expenses incurred by employees while traveling on authorized township business are reimbursable, with meals not to exceed \$30.00 per day. However, prior approval for such expenses must be obtained from the Department Head or Board of Trustees. Mileage is reimbursable at the current I.R.S. Governmental mileage rate. All receipts are necessary for reimbursement.

EMPLOYEE RESIGNATION

A minimum of two (2) weeks notice prior to the date of employment termination is required for all employee resignations. With the approval of the Superintendent and/or Trustee(s), a shorter notice may be acceptable. Failure by an employee to give his Superintendent and/or Trustee(s) the proper notice may be cause for the Township to refuse to rehire the employee at some future date. Upon resignation, unused Vacation Time shall not be used for part or all of an employee's two (2) week notice.

USE OF TOWNSHIP VEHICLES & EQUIPMENT

A. General Conditions:

1. All Township vehicles and equipment shall be used solely for township purposes.
2. All township vehicles and equipment shall be housed on Township property, unless otherwise authorized by the Board of Trustees.
3. No person other than Township employees shall operate any township vehicles or equipment.
4. All Township employees shall operate Township vehicles and equipment in a proper and safe manner. Any employee who is found operating any vehicle and/or equipment in an improper and/or unsafe manner shall be disciplined .
5. No Township vehicle or equipment shall be used under any circumstance for any private or non-township purpose by any Township employee.
6. If any employee observes any other employee abusing or misusing Township vehicles or equipment, he shall report said abuse to his Superintendent and/or Trustee(s).
7. All department heads shall report any such employee misuse or abuse of Township vehicles or equipment to the Board of Trustees.

B. Department Heads, Use of Vehicles Introduction:

The Board of Trustees, realizing that the responsibilities of the Department Heads are such that transcends the normal work day and work week, deems it in the best interests of the Township that the Department Heads, upon approval by resolution, be authorized to use a township vehicle to travel to and from their homes so that a Township vehicle will be available at all times for their use in conducting or carrying out the duties of their Township office.

Department Heads that have been authorized by the Board of Trustees are permitted to use a township vehicle to travel to and from their homes only under the following circumstances:

1. Said vehicle shall only be driven by the Department Head. At no time may non-Township personnel drive said vehicle.
2. Said vehicles may not under any circumstance be used for non- township or private use.
3. If said vehicle is used while the Department Head has the vehicle at home, a detailed record of the purpose and use must be made.
4. A record of the use of vehicle shall include:
 - a.) Date, time and detailed description of the activity performed on township business.
 - b.) A daily mileage and gas record shall be kept.
5. Said vehicle shall be kept as much as practical in a closed area.
6. Any violation of this section by Department Heads shall be reviewed as soon as possible by the Board of Trustees and may result in disciplinary action and/or loss of use of the vehicle.
7. Vehicle is not to leave the Township unless on Township business.

C. Maintenance and Repair Records:

For each township vehicle, there shall be maintained a record of the maintenance and repairs done on it.

PERSONNEL FILES

The Board of Trustees maintains official personnel files on all their employees. These files include, but may be limited, to individual employment date, payroll information, records of certifications or licensing requirements, work schedules, application forms, records pertaining to hiring, promotion, demotion, discipline, layoff, removal, etc. Unless otherwise provided by law, all information except medical records and social security numbers contained within personnel files is public record.

An employee shall have the right to inspect his personnel file after first making a request to do so of his Superintendent and/or Trustee(s).

SECTION III

BENEFITS

Most benefits offered to the township employees do not apply to the part-time personnel, those that do apply, will be noted as such.

HOLIDAYS

The township observes the following paid Holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

If a holiday falls on a Saturday, it will be observed the preceding Friday. If a holiday falls on a Sunday, it will be observed the following Monday. This rule applies only to full-time employees who work the normal Monday through Friday workweek. Other employees who work as scheduled will observe the holiday on the day it occurs.

GROUP INSURANCE PLAN

The Township shall continue to provide the existing insurance coverage to each employee with paid health insurance. Traditional insurance is available in the following categories:

	<u>Premium</u>	<u>Employee Costs</u>	<u>Township Costs</u>
1. Employee	\$263.00	\$ 0.00	\$263.00
2. Employee + Child(ren)	\$486.75	\$ 44.75	\$442.00
3. Employee + Spouse	\$555.50	\$ 58.50	\$497.00
4. Employee + Family	\$855.00	\$118.40	\$736.00

The Township shall offer each plan to the full-time and elected officials at 20% of the monthly cost after the employee cost is deducted from the total premium. The rates may be adjusted annually by the healthcare provider at which time the rates will be adjusted accordingly to each employee only if the rate increases by more than 10% then the employee would pay 3% of any amount over 10%.

During the terms of this agreement, should any employee group or individual recognized by the Nimishillen Township Board of Trustees, Stark County, Ohio be granted an employee Hospitalization Insurance premium cost sharing less than that being paid by members of Local

578-A or should any employee group or individual receive a cap on contributions paid by the employee or individual toward these insurance premiums, which is less than the amount paid by members of Local 578-A, such premium cost sharing or cap on contributions will be granted to each member of Utilities Workers Union of America, Local 568-A, AFL-CIO at the same time that said employee group or individual starts receiving a decrease in premium cost sharing or lower cap on contributions begins.

RETIREMENT

All Highway employees are required to become members of the Ohio Public Employees Retirement System.

The application form(s) or the exemption application form must be filed with the Clerk / Treasurer of the township within one month after the start of employment.

For more information regarding P.E.R.S., contact either your Superintendent and/or Trustee(s).

All employees not covered under P.E.R.S. are covered under the Social Security Act.

All employees hired after Oct. 1, 1987, are required to pay 1.45% to Medicare. The law requires the township to match that rate.

SICK LEAVE

Sick Leave shall be earned by each full-time employee at the rate of 6 hours per month of service and active pay status including paid vacation and sick leave but not during a leave of absence or layoff to a limit of seventy-two (72) hours per year. Unused sick leave shall accumulate without limit.

The following shall be the procedure for the use of paid Sick Leave:

- A. Evidence Required For Paid Sick Leave Usage - Employees should furnish a satisfactory written signed statement to justify the use of paid sick leave before such sick leave payment will be approved. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. It shall be within the discretion of the Board of Trustees or the Board's designated representative to approve or disapprove requests for paid sick leave. Superintendent and/or Trustee(s) shall be responsible for recording all incidents of tardiness or absenteeism. A report of each incident, including employee's written excuse and Superintendent and/or Trustee(s)'s approval/disapproval of excuse, shall be submitted by the Superintendent and/or

Trustee(s) to employee and the Township office within five (5) days after the absenteeism/tardiness.

- B. Abuse of Sick Leave' Application for sick leave with intent to defraud shall result in denial of requested sick leave and may further subject the employee to disciplinary action, including dismissal.
- C. Reporting off by Employees' when an employee IS unable to report to work, he/she shall notify his/her immediate Superintendent and/or Trustee(s), or other designated person, no later than thirty (30) minutes before his/her scheduled starting time. This notification must be done on the first day of absence and each day thereafter. In the case of extended illness exceeding seven (7) consecutive calendar days, the policy for notification shall be as follows:
 - 1. In cases where institutionalization or hospitalization is required, the employee must notify his/her immediate Superintendent and/or Trustee(s), or other designated person, upon admission and upon discharge.
 - 2. In cases where convalescence is required at home, the employee must notify his immediate Superintendent and/or Trustee(s) or other designated person, upon start and upon termination of convalescent period.
 - 3. In both instances, a physician's statement specifying the employee's inability to work shall be required.
- D. Use of Paid Sick Leave - Paid sick leave may be granted to an employee only upon approval of the appointing authority and for the following reasons:
 - 1. Illness or injury of the employee or a member of his/her immediate family.
 - 2. Death of a member of employee's immediate family (sick leave usage limited to three (3) working days, one of which shall be the funeral).
 - 3. Medical, dental, or optical examination or treatment of employee or a member of his/her immediate family.
 - 4. If a member of the employee's immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to contagious disease, the presence of the employee at his/her job would jeopardize the health of others.
 - 5. Pregnancy and/or childbirth and other conditions related thereto.

Definition of immediate family: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, step-father, father-in-law, mother, step-mother, mother-in-law,

spouse, child, step-child, grandchild, a legal guardian or other person who stands in place of a parent in-loco-parentis.

Nothing in this policy shall be construed to mean that paid sick leave shall automatically be granted to an employee upon request. Paid sick leave shall be granted only if the employee follows the procedures set forth in this policy. It is within the discretion of the Board of Trustees or the Board's designated representatives to disapprove as well as approve employee requests for paid sick leave.

Employees retiring after 10 years of service are entitled to payment for 1/4 of their accumulated but unused sick leave, up to the equivalent of 30 days pay.

- E. Inadequate Sick Leave - If any disabling illness or injury continues past the time for which an employee is able to utilize accumulated sick leave, the Board of Trustees may authorize a leave of absence without pay. Authorization of a leave of absence without pay is solely within the discretion of the Board.

INCENTIVE LEAVE

In accordance with the provisions of the sick leave rules and requirements listed above, each full-time employee shall earn 2.0 hours of incentive leave or bonus time for each pay period (14 day pay period) worked without the use of sick leave, incident of tardiness resulting in loss of pay, unexcused absence, unauthorized absence or personal leave of absence. This bonus time will be reported with the time cards at the end of each pay period.

Bonus time off must be scheduled and approved at least twenty four (24) hours in advance in consideration of the operational needs of the employer. This requirement may be waived at the discretion of the employer in the case of a bona fide emergency. Approval shall not be unreasonably denied Bonus time may be taken in increments of two (2) hours, subject to the rules regarding use of vacation time.

Once a year, prior to the first day in November of each year, each employee shall notify the employer in writing of the manner in which he wishes to convert his unused bonus time. The employee may, at his option, convert his unused bonus time to cash, at his current rate of pay, or may add his earned but unused bonus time to accumulated sick leave. If the employer has not received written notification from the employee by November first, the payroll officer will convert the unused bonus time to accumulated sick leave.

UNPAID FAMILY AND MEDICAL LEAVE

- A. Eligible employees will be entitled under the Family Medical Leave Act to up to a total of twelve (12) work weeks of leave, during any twelve month period, on an unpaid basis for one or more of the following reasons:
 - 1. The birth of a son or daughter of the employee and in order to care for such son or daughter.

2. The placement of a son or daughter with the employee for adoption or foster care.
 3. To care for the spouse, or a son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition, as defined below.
 4. Due to a serious health condition of the employee that makes the employee unable to perform the functions of his or her position.
- B. In order to be an eligible employee, the employee must have been employed by the township for at least twelve months for at least 1,250 hours of service during that twelve month period.
- C. A "serious health condition" for purposes of this leave policy is hereby defined, in the case of any employee, as a condition that renders the employee unable to perform functions of his or her position, and, in the case of a family member, as an illness, injury, impairment or physical or mental conditions that involves in-patient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.
- D. Any Sick Leave taken by the employee shall be deducted from the total of twelve weeks available to the employee. Furthermore, the Board of Trustees may require an employee to substitute any accrued paid vacation leave, personal time, or compensatory time for any part of the twelve week period of such leave under this section. Nothing in this section shall require the Board of Trustees to provide paid Sick Leave in any situation in which the Board of Trustees would not normally provide any such paid leave.
- E. The township may require that a request for leave under this section be supported by a certification issued by the healthcare provider of the eligible employee or of the son, daughter, spouse, or parent of the employee, as appropriate. In the event that the township has reason to doubt the validity of the certification provided, the township may require, at its expense, that the eligible employee obtain the opinion of a second healthcare provider designated by the township concerning any information so certified. In any case in which the second opinion differs from the opinion in the original certification, the township may require at its expense, that the employee obtain the opinion of a third healthcare provider designated jointly by the township and the employee concerning the information as certified. The opinion of the third healthcare provider concerning the information certified shall be considered to be final and binding on both the township and the employee.
- F. When the need for leave is foreseeable for a birth or placement of a child, an employee must give the department head at least 30 days' notice the date the leave is to begin. However, if the date of the birth or placement requires leave to begin in less than 30 days, the employee must provide notice as early as practical.
- G. When the need for leave is based on the serious health condition of a spouse, child, or parent, or of the employee, and treatment, the employee must give the department head at least 30 days' notice before the date that the leave is to begin. If the date of treatment requires leave to begin in less than 30 days, the employee must provide notice as early as practical.

COURT LEAVE (JURY DUTY)

Employees required to perform jury duty or serve as court witness under subpoena will receive full pay for time away from work. However, any payment received for such duty must be submitted to the Superintendent and/or Trustee(s), for payment into the Township treasury. Upon payment to the Superintendent and/or Trustee(s), a receipt should be obtained by the employee.

MILITARY LEAVE

Employees in the Armed Forces of the United States are entitled to re-employment rights provided by State and Federal law.

VACATION

After 1 year service	1 week vacation
From 2 to 9 years service	2 weeks vacation
From 10 to 19 years service	3 weeks vacation
From 20 years and over service	4 weeks vacation

The period of vacation requested by all employees is subject to prior approval of the Superintendent and/or Trustee(s).

For the purpose of calculating vacation time, each employee accumulates "vacation time" on the employee's anniversary date (hire date).

No employee may carry over more than three (3) weeks vacation annually, the year commencing and ending at the time of each employee's anniversary date (hire date). However, at the sole discretion of the Board of Trustees, an employee may receive money in lieu of vacation time in excess of the three (3) weeks carryover upon appropriate application immediately prior to their anniversary date. Under normal circumstances, no employee will receive money in lieu of vacation time unless authorized by the Board of Trustees by resolution.

It is desirable to give the residents of the township the best service possible. Therefore, not more than one employee within the same department should be scheduled for vacation at the same time unless approved by the Board of Trustees.

Vacation benefits are for full-time employees only.

LONGEVITY PLAN

In addition to their regular rates of pay, full-time and part-time employee shall receive longevity pay annually in accordance with the following schedules:

After the first (3) three years of service employees shall receive \$40.00 longevity plus \$6.00 per month per contract year for each year thereafter, NOT TO EXCEED \$150.00.

Longevity pay shall vest on the anniversary date of the employee and shall be paid in the second pay of December of each year. After the first year of employment, the anniversary date reverts to January 1 of the year the employee began to work as an employee of Nimishillen Township. Longevity pay shall also be paid to an employee on unpaid leave of absence and layoff who are entitled to such pay of that year.

SECTION IV

GRIEVANCE PROCEDURE

A. Purpose

The grievance procedure is a formal mechanism intended to ensure that Employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation.

B. Definitions

1. The term "grievance" shall mean an allegation by a Bargaining Unit Employee that there has been a breach, misinterpretation, or improper application of the express written provisions of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters which are controlled by the provisions of the United States or Ohio Constitutions.

2. For purposes of counting time under this procedure, "working days" as used in the procedure shall mean calendar days excluding Saturdays, Sundays, and legal holidays.

3. All grievances must be processed at the proper step in the order of progression to be considered at the subsequent step.

4. A "grievant" is an Employee or group thereof within the Bargaining Unit of the Union.

C. Rights of the Grievant and Union

1. A Grievance may be brought by any Member of the Bargaining Unit/Union. Where a group of Bargaining Unit Members desire to file a grievance involving a situation affecting each Member in the same manner, one Member selected by such group shall process the grievance.

2. The Union or the Employee may withdraw the grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements of any step to lapse without further appeal. Such withdrawal does not prejudice another Employee or the Union from filing the same or a similar grievance in the future.

3. All written grievances must be filed on the Grievance Procedure Form attached hereto as Exhibit "A" and contain the following information to be considered:

- (a) Aggrieved Employee's name, address, and signature.
- (b) Aggrieved Employee's classification.
- (c) Date grievance was first discussed with Highway Superintendent.
- (d) Date grievance was filed in writing.
- (e) Date when grievant first became aware of grievance.
- (f) Description of incident giving rise to the grievance.
- (g) Articles and Sections of Agreement alleged to be violated.
- (h) Remedy sought.

4. When an Employee covered by this Agreement represents himself/herself in a grievance, no settlement shall be in conflict with any provisions of this Agreement. A written copy of such settlement shall be provided to the Union. An Employee may choose one (1) other Employee, which shall be a Union Steward, to accompany him in Steps 2 and 3 of the grievance procedure.

D. Procedure

Step 1. Highway Superintendent: Within ten (10) working, days of the time the grievant becomes aware of the alleged grievance, the grievant shall present the grievance in writing on the attached Grievance Procedure Form to the Highway Superintendent. The Highway Superintendent or his designee shall provide a written answer to the grievant within ten (10) working days after presentation of the grievance.

Step 2. Township Trustees: If the Union or the Employee and the Highway Superintendent are unable to resolve the alleged grievance at the Informal Step, the Union or Employee may process the grievance to Step 2 of this procedure. The Union or the Employee must present the grievance in writing on the attached Grievance Procedure Form to the Board of Nimishillen Township Trustees within five (5) working days after receiving the Step I reply.

The Trustees, or their designee shall investigate the grievance, meet with the grievant, and attempt to adjust the matter and shall respond to the grievant with a written answer within ten (10) working days following the meeting, providing a copy to the grievant and Union. A representative of the National Union shall have the right to represent the Employee or the Local Union at Step 2 or Step 3 of this article.

Step 3. Arbitration: If the grievant or the Union is not satisfied with the disposition at Step 2, the grievant may, within ten (10) working days of the receipt of the written decision at Step 2, request, in writing, that the grievance be submitted to a neutral third party for arbitration. No later than ten (10) working days after such notice is given, representatives of the Employer and the Union shall meet to mutually agree on an arbitrator who shall be located in the Northeastern Ohio area. If unable to so agree within ten (10) working days after the notice to arbitrate is given, the Parties shall promptly request the Federal Mediation and Conciliation Service (FMCS) to Submit a

panel of seven (7) arbitrators who shall be located in the Northeastern Ohio area, and the Parties will choose one (1) by the alternative strike method. If the Parties are unable to choose an arbitrator within five (5) working days of receipt of the panel list, the Parties shall request the FMCS to submit another panel of seven (7) arbitrators who shall be located in the Northeastern Ohio area, and selection of the arbitrator shall be in accordance with the voluntary labor arbitration rules promulgated by the FMCS. The person so selected shall hold the necessary hearings promptly and issue his/her findings and recommendation in writing within thirty (30) days from the date the record is closed. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator's authority shall be confined solely to interpreting the specific written terms of this Agreement as they apply to the submitted grievance. The decision of the arbitrator shall be final and binding on the parties. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be shared by the parties. All other expenses shall be borne by the party incurring them.

E. Time Limits

The time limits provided herein will be strictly adhered to, and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time, the grievance shall automatically advance to the next step of the procedure. The time limits specified for either party may be extended only by written mutual agreement signed by both of the parties.

NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any Employee(s) on the basis of race, color, creed, religion, national origin, age, sex, disability, and involvement or noninvolvement in the Union in accordance with state, federal and constitutional law. Employees who allege a violation of this article shall have, as their exclusive remedy, the grievance and arbitration procedure.

RULES AND REGULATIONS DISCIPLINARY POLICY

Introduction

Clear written policies tend to minimize misunderstandings and prevent minor infractions from developing unchecked into major problems. To this end, the Nimishillen Township Board of Trustees has adopted the following disciplinary policy for all employees. All of the following policies are subject to the employee exercising his/her right to bring forth a grievance for any discipline he/she feels was unjust or unwarranted.

Examples given in any rule do not limit the generality of that rule. These rules and regulations are

not to be construed as a limitation upon the rights of the Township, but are merely a guide to aid the employee in knowing what types of behavior are not permitted.

These Township rules and regulations provide STANDARD PENALTIES to apply for specific offenses. However, a more or less severe penalty may be issued than that which appears in the standard procedure, if appropriate.

Any documented disciplinary action will become a permanent part of the employees personnel file. Records of disciplinary actions shall cease to have force and effect and shall not be considered in future disciplinary matters after the periods specified below provided there has been no intervening disciplinary action taken against the employee during the prescribed time period.

Verbal warning	12 months
Written reprimands	24 months
Suspensions, Working Suspensions, or fines	36 months

In each case where the penalty deviates from the recommended standard penalty, the reasons for such deviations will be noted.

GROUP I OFFENSES

First Offense Verbal Reprimand
Second Offense	Written reprimand
Third Offense	Three (3) days suspension without pay
Fourth Offense	Termination

1. Discourteous treatment of the public.
2. Failure to properly 'report-off' work for an absence
3. Failure to commence duties at the beginning of the work period, or leaving work prior to the end of the work Period.
4. Leaving the job or work area during regular working hours without authorization.
5. Making preparations to leave work without specific prior authorization before the lunch period, or before any official break time, or before the specified quitting time.
6. Neglect or carelessness in signing in or out.
7. Unauthorized absence from work
8. Creating or contributing to unsanitary or unsafe conditions or poor housekeeping.
(Examples: throwing refuse or objects on the floor or out of windows, placing, or failing to remove

hazardous objects from assigned work area.) These examples do not limit the generality of the rule.

9. Distracting the attention of others or causing confusion by unnecessary shouting, demonstration or disruption on the job.

10. Malicious mischief, horseplay, wrestling, or other undesirable conduct, including use of profane or abusive language.

11. Threatening, intimidating, coercing, or interfering with subordinates or other employees.

12. Failure to cooperate with other employees as required by job duties.

13. Failure to use reasonable care of Township property or equipment.

14. Use or possession of another employee's working equipment without authorization.

15. Neglect or carelessness in observance of official safety rules, or disregard of common safety practices.

16. Failure to observe Department Rules.

17. Obligating the Township for any expenses, service or performance without authorization.

18. Disregarding job duties by neglect of work or reading for pleasure during working hours.

19. Unsatisfactory work or failure to maintain required standards of performance.

GROUP II OFFENSES

First Offense Instruction and three (3) days suspension without pay
Second Offense Ten (10) days suspension without pay
Third Offense Termination

1. Sleeping during working hours.

2. Reporting for work or working while unfit for duty.

3. Being in possession of, or drinking alcoholic beverages on the job.

4. Conduct violating morality or common decency.

5. Unauthorized use of Township property or equipment.
6. Performing private work on Township time.
7. Willful failure to sign in or out when required.
8. Willful failure to make required reports.
9. Failure to report for overtime work without good reason after being scheduled to work according to overtime policy.
10. The making or publishing of false, vicious, malicious, or misunderstanding statements concerning any employee, Superintendent and/or Trustee(s), the Township or its operation.
11. Refusing to give testimony when accidents are being investigated.
12. Giving false testimony during a grievance investigation or hearing.
13. Unauthorized presence on Township property.
14. Willful disregard of Department Rules.
15. Use of abusive or threatening language toward a Superintendent and/or Trustee(s).
16. Failure to report as required: Accident or injury; Equipment damage.

GROUP III OFFENSES

First Offense Termination

1. Wanton or willful neglect in the performance of assigned duties or in the care, use or custody of any Township property or equipment. Abuse, or deliberate destruction in any manner of Township property, tools, equipment, or the property of employees.
2. Signing or altering another employee's time card, or unauthorized altering of his/her own time card.
3. Falsifying testimony when accidents are being investigated or falsifying or assisting in falsifying or destroying any Township record, including work performance reports; or giving false information or withholding pertinent information called for in making application for employment.
4. Sale of tickets for pools, or bookmaking, or gambling of any nature.

5. Stealing or similar conduct, including destroying, damaging or concealment of any property of the Township or of other employees.
6. Use of drugs or abuse (controlled substances as defined by law); the sale of drugs or the abuse of non-schedule drugs.
7. Fighting or attempting to injure another employee, Superintendent and/or Trustee(s), or person.
8. Carrying or possession of firearms, explosives or weapons on township property at any time without proper authorization.
9. Knowingly harboring a communicable disease such as TB which may endanger other employees.
10. Misuse or removal of Township records or information of any nature, or revealing such information without prior authorization.
11. Dishonesty or any dishonest action. Some examples of what is meant by dishonesty' or "dishonest action" are: theft, pilfering, opening desks assigned to other employees, opening lunch boxes, tool kits, or other property of the township or other employees; making false statements to secure an excused absence or to justify an absence or tardiness; making or causing to be made, inaccurate or false reports concerning any absence from work. The foregoing are examples only and do not limit the terms dishonesty" or "dishonest action".
12. Insubordination by refusing to perform work assigned or to comply with written or verbal instruction of a Superintendent and/or Trustee(s) which the employee may be expected to perform.

DISCIPLINARY POLICY

Employees accused of an offense are entitled to written notice of the alleged offense and an opportunity to respond to the accusation by exercising their rights availed them through the Grievance procedure.

SECTION V

EXECUTIVE ORDER/RES. #.96-2

POLICY ON SEXUAL HARASSMENT

Pursuant to the executive authority vested in the office of the Trustees of Nimishillen Township, the Trustees hereby issue this executive order setting forth federal and state legal standards and policies with respect to the establishment and maintenance of a workplace free from all forms of

sexual harassment on any premises owned, occupied or controlled by Nimishillen Township. The Policy consists of four (4) pages, which are attached hereto and made a part hereof.

This order shall be made known to all present and future employees and shall be posted in conspicuous places in each department and office of Nimishillen Township.

STATEMENT OF PURPOSE / INTENT

It is the policy of Nimishillen Township that all employees should be able to work in an environment free from all forms of harassment. Harassment, as defined by this policy, is against the law. This policy refers not only to Superintendent and/or Trustee(s)-subordinate actions but also to actions between co-workers, Any complaints of harassment will be investigated promptly.

If an employee believes he or she is being subjected to any of the prohibited forms of harassment or believes he or she is being discriminated against because other employees are receiving favored treatment in exchange for sexual favors, he or she must bring this to the attention of the Township. The very nature of harassment makes it virtually impossible to detect unless the person being harassed registers his or her discontent with the appropriate Township representative. Consequently, in order for the Township to deal with the problem, employees must report such offensive conduct or situations. There will be no intimidation, discrimination or retaliation against any employee who make a bona fide report of harassment.

I. SEXUAL HARASSMENT - DEFINITION

Harassment on the basis of sex is a violation of Title VII of the 1964 Civil Rights Act. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
- B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- C. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment is the attempt to control, influence or affect the career, salary or job of an individual by sexual coercion. Sexual harassment may also be conduct which creates a hostile or offensive work environment or unreasonably interferes with a person's ability to perform his or her job.

EXAMPLES: The following specific conduct which is prohibited includes, but is not limited to:

other condition of employment;

- A . threats or insinuations, implicit or explicit, that any employee's refusal to submit to sexual advances will adversely affect the employee's retention, evaluation, wages, promotion, duties or any other condition of employment;
- B. unwelcome sexual flirtations, advances, contact or propositions;
- C. verbal or written abuse of a sexual nature;
- D. graphic verbal comments about an individual's body;
- E. sexual comments of a provocative or suggestive nature;
- F. sexually degrading words used to describe an individual;
- G. sexually oriented jokes or innuendoes intended for and/or directed to another employee;
- H. the display in the work place of sexually suggestive objects or pictures.

II. REPORT

Any employee who believes he or she has been the subject of sexual harassment should respond to the alleged act immediately in a fair, serious and progressive manner.

STEPS TO TAKE / HOW TO REPORT:

- A. A Employees are encouraged to be sure that the person who is sexually harassing them knows that they do not welcome that person's advances/comments/actions. Put him or her on notice, **TELL THEM TO STOP!**
- B. Employees are encouraged to write down each offensive advance/comment/action. Be as specific as possible, including time, date and location. Note the name(s) of any co-worker(s) who may have witnessed/overheard the alleged harassment.
- C. Inform your Superintendent and/or Trustee(s) or anyone of the authorities in your chain of command that you are comfortable with, including your department head, appointing authority or other Township authority.

III. CONFIDENTIALITY

A record of the complaint and the findings will become a part of the complaint investigation record and the file will be maintained separately from the employee's personnel file unless disciplinary action results from the investigation. It is understood that any person electing to utilize this complaint resolution procedure will be treated courteously. The allegations will be investigated within 30 days and resolved within 60 days if possible.

IV. DISCIPLINE / DISCHARGE FOR VIOLATION

Any employee who is found, after appropriate investigation, to have engaged in sexual harassment will be subject to discipline, up to and including discharge, subject to the employee exercising his/her right to bring forth a grievance for any discipline he/she feels was unjust or unwarranted.

V. NO RETALIATION FOR FILING A COMPLAINT

The registering of a complaint will in no way be used or held against the employee, nor will it have an adverse impact on the complaining individual's employment status.

All employees who participate in an investigation are expected to be truthful and forthcoming. Any person involved in an investigation, be it reporter, the alleged perpetrator, or any witness, who deliberately falsifies information in the course of an investigation will be disciplined appropriately for that falsification.

NO RETALIATION WILL OCCUR AS A RESULT OF FILING A REPORT

It is unlawful for an employer to retaliate against you because you filed a charge or because you aided in an investigation.

If you believe retaliation has occurred, inform your Superintendent and/or Trustee(s), appointing authority, or a Township authority with whom you feel comfortable.

SECTION VI
COMPENSATION
(Based Upon Service Time With the Township):

The bargaining unit shall follow the following:

Effective July 1, 2008:

<u>Wages</u>	<u>Part-time</u>		<u>Full-time</u>	
	START <u>PAY</u>	AFTER <u>180-DAYS</u>	START <u>PAY</u>	AFTER <u>180 DAYS</u>
2008	\$12.50	\$13.00	\$15.00	\$15.50
2009	\$12.88	\$13.39	\$15.45	\$15.97
2010	\$13.27	\$13.79	\$15.91	\$16.44

Assistant Road Superintendent

2008	\$15.81
2009	\$16.28
2010	\$16.77

The Road Department employees will receive a 3% raise according to the above schedule each year. However, if the road levy passes the Road Department employees will receive a 4% raise on their annual raise date.

SECTION VII
Substance Abuse Policy

Attached hereto and incorporated herein is the Substance Abuse Policy.

SECTION VI
Drug and Alcohol Test Department of Transportation

Attached hereto and incorporated herein is the Drug and Alcohol Testing for the Department of Transportation.

**FOR THE LOCAL 578-A UTILITY
WORKERS UNION OF AMERICA,
AFL-CIO**

**FOR THE BOARD OF NIMISHILLEN
TOWNSHIP TRUSTEES, STARK
COUNTY, OHIO**

Negotiating Committee

President

Negotiating Committee

Vice-President

Senior National Representative, Region III,
Utility Workers Union of America, AFL-CIO

Trustee

CERTIFICATE OF CLERK

I, Barry Evans, Fiscal Officer of the Board of Trustees of Nimishillen Township, Stark County, Ohio, in whose custody and control the files and records of said Board are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing was authorized from an original resolution of the Board of Nimishillen Township Trustees now on file this ____ day of July, 2008.

Barry Evans, FISCAL OFFICER
BOARD OF TRUSTEES OF NIMISHILLEN
TOWNSHIP, STARK COUNTY, OHIO

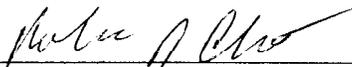
**FOR THE LOCAL 578-A UTILITY
WORKERS UNION OF AMERICA,
AFL-CIO**



Negotiating Committee

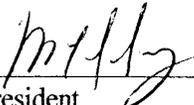


Negotiating Committee

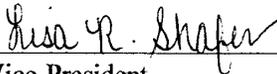


Senior National Representative, Region III,
Utility Workers Union of America, AFL-CIO

**FOR THE BOARD OF NIMISHILLEN
TOWNSHIP TRUSTEES, STARK
COUNTY, OHIO**



President



Vice-President



Trustee

CERTIFICATE OF CLERK

I, Barry Evans, Fiscal Officer of the Board of Trustees of Nimishillen Township, Stark County, Ohio, in whose custody and control the files and records of said Board are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing was authorized from an original resolution of the Board of Nimishillen Township Trustees now on file this 1st day of July, 2008.



Barry Evans, FISCAL OFFICER
BOARD OF TRUSTEES OF NIMISHILLEN
TOWNSHIP, STARK COUNTY, OHIO