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NEGOTIATED AGREEMENT

BETWEEN THE

BOARD OF TRUSTEES for LAKE TOWNSHIP, STARK COUNTY

AND

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

MARCH 1, 2012 THROUGH FEBRUARY 28, 2015

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ARTICLE I - PURPOSE

A. This agreement is made and entered into at Lake Township, Stark County, Ohio, by and between the Lake Township, Stark County, Ohio, through the Board of Lake Township Trustees, hereinafter referred to as the "Employer" or "Township," and the Utility Workers Union of America, AFL-CIO, Local 578, 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 full-time 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 Lake Township, Stark County, 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.

ARTICLE II - UNION RECOGNITION

A. The Employer hereby recognizes the Utility Workers Union of America, AFL-CIO, Local 578 as the sole and exclusive representative for all full-time Employees of the Lake Township Road and Bridge / Highway Department and who are members in the Bargaining Unit. Wherever used in this Agreement, the term "Bargaining Unit" or "Unit" shall be deemed to include those individuals who are employed in said Department on a permanent, full-time basis and holding the following classifications:

1. Mechanic/Labor Operator (This position is created with the commencement of this Agreement to be filled by one qualified Employee of the Department). The job description for this position shall be as defined in the Lake Township Job Description Manual. Should any vacancy become available in this job classification in the future after the initial filling of this job classification in 2003, the availability of the position shall be posted by a written notice conspicuously placed in the Department for a period of ten (10) consecutive days before the position is filled, indicating the position's availability for award to any Department Employee who is qualified in the judgment of Township to fill the position. If two or more Department Employees express a desire to fill any such vacancy, the position shall be awarded to the most qualified among them in the judgment of the Township. If there is no such Department

Employee desirous of filling the position or if no Department Employee, in the judgment of the Township, is qualified to fill the position, the Township may employ a qualified individual from outside the employment of the Department or the Township.

2. Labor/Operator but excluding the Highway Superintendent, Assistant Highway Superintendent, part-time, and all other employees of Lake Township.

B. Notwithstanding the provisions of this Article, management, supervisory, part-time, casual, and seasonal employees shall not be included in the Bargaining Unit.

ARTICLE III - UNION SECURITY

A. Each new full-time employee shall be hired on a one (1) year probationary basis, during which time every effort will be made by the Employer to orient the new employee to his or her new job. At any time within this one (1) year probationary period, the Employer may terminate the new employee with or without just cause and the probationary employee's termination shall not be subject to the discipline, grievance or arbitration procedures.

B. After the probationary period, the employee shall either join Union or shall pay a fair share fee, not to exceed the monthly dues of the Union.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

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

I. 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.

J. 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.

K. 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.

ARTICLE IV - FAIR SHARE FEE

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

1. Maintain membership in the Union

2. Become members of the Union, or

3. 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.

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

ARTICLE V - MANAGEMENT RIGHTS

A. 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.

B. 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.

ARTICLE VI - NO STRIKE / NO LOCKOUT

A. 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 Lake 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 (A)(1) of this Article.

ARTICLE VII - 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.

ARTICLE VIII - 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 Lake 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.

ARTICLE IX- REPORTING TO WORK AND LATENESS

A. All Employees will be required to clock in and out each time that he/she reports to work. Everyone is required to punch in his/her own time card. Clocking in or clocking out for another Employee may be grounds for disciplinary action for both Employees involved. In case the time clock is not functioning properly, only the Highway Superintendent or in his/her absence, the Assistant Highway Superintendent, shall write in the required time.

B. Employees who are frequently late to work, shall have their pay reduced proportionately and such offenses may lead to reprimand, suspension or discharge.

C. Absences for any reason must be reported to the supervisor within thirty (30) minutes after the scheduled starting time.

ARTICLE X - DISCIPLINE

A. No Employee shall be disciplined except for "just cause." In any meeting with an Employee in which the findings may lead to disciplining the Employee a Union officer must be present if requested by the Employee. Employees may not be suspended or discharged without a Union officer present. There shall be no suspensions of an Employee while the Employer investigates the situation. If the Employer determines that the Employee is not to work while an investigation is being conducted, the Employee shall be on a paid leave until the investigation is completed.

B. The Employer shall use progressive discipline and in doing so, the following steps normally will be followed:

1. First offense - Verbal warning.
2. Second offense - Written reprimand.
3. Third offense - Up to three (3) days suspension.
4. Fourth offense - Up to fifteen (15) days suspension.
5. Fifth offense - Termination.

C. The above schedule of progressive discipline shall not apply to major disciplinary offenses. A major disciplinary offense is defined as conduct involving moral turpitude, *e.g.*, stealing, gross misconduct, insubordination, fighting, or any other intentional act which in general arbitration law would be subject to immediate termination.

ARTICLE XI - USE AND OPERATION OF TOWNSHIP EQUIPMENT

A. Employees who operate Township vehicles and equipment shall be required to maintain a valid Commercial Driver's License. In either January and/or July of each year, the Highway Superintendent shall observe each Road Department Employee's operation of Township vehicles and equipment and shall certify in writing on appropriate forms the observed Employee's competency in the operation of such vehicles or equipment. A copy of these certificates shall be placed in each Employee's personnel file and in the records of the Road/ Highway Department. Records of accidents shall be kept by the Highway Superintendent and a copy of same shall be provided to the Township Clerk.

All Employees of Lake Township, while operating any motor vehicle on Township business, shall comply with Department of Highway Safety, State of Ohio seat belt laws and regulations. The Township Vehicle Use Policy shall be followed by all Road/Highway Department Employees.

1. General Conditions:

   a. All Township vehicles and equipment shall be used solely for Township purposes.

   b. All Township vehicles and equipment shall be housed on Township property, unless otherwise authorized in advance by the Board of Trustees.

   c. No person(s) other than Township Employees shall operate any Township vehicles or equipment.

   d. All Township Employees shall operate Township vehicles and equipment in a safe and proper manner. Any Employee who is found operating any vehicle and/or equipment in an improper and/or unsafe manner shall be disciplined.

   e. No Township vehicle or equipment shall be used under any circumstance for a any private or non-Township purpose by any Township Employee.

2. The Township Drug and Alcohol Policy is incorporated herein by reference.

ARTICLE XII - HOLIDAY LEAVE / PERSONAL LEAVE

A. All full-time Employees shall receive the following paid holidays for the days herein designated:

1. New Years Day, the first day of January;
2. Martin Luther King Day, the third Monday in January;
3. President's Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Independence Day, the fourth day of July;
6. Labor Day, the first Monday in September;
7. Columbus Day, the second Monday in October;

8. Veterans' Day, the eleventh day of November;
9. Thanksgiving Day, the fourth Thursday in November;
10. Christmas Day, the twenty-fifth day of December.

B. If any day designated as a paid holiday falls on Sunday, the next succeeding day (Monday) is the paid holiday. If any day designated as a paid holiday falls on a Saturday, the preceding day (Friday) is the paid holiday.

C. Twenty-four (24) hours of paid personal leave shall be granted to each Employee covered by this Agreement per calendar year. Personal leave may be used for any reason. The use of personal leave shall be taken in not less than two (2) hour increments. The use of personal leave will only be with the prior approval of the Highway Superintendent or his designee, which approval shall not be unreasonably withheld. Personal leave shall not be permitted if its use shall create call-in of another employee or create an overtime situation

D. Employees who qualify for holiday pay shall receive eight (8) hours of holiday pay for each of the foregoing holidays. In addition, employees who must work on a holiday shall receive pay for that day equal to 1.5 times their hourly rate for those hours worked on that holiday.

E. Unless an employee provides the Highway Superintendent with a written physician's excuse or unless prior authorization is obtained from the Highway Superintendent; if an employee calls off sick on the work day immediately before or immediately after a scheduled holiday, the employee shall not be paid "holiday pay" for the holiday.

ARTICLE XIII - VACATION LEAVE

A. All full-time Employees shall be entitled to vacation in the following manner:

	Full -time Employees	Period of Vacation
Anniversary Date	Less than 1 year	0 days
	1 - 5 years	10 days
	6 - 10 years	15 days
	11 - 20 years	20 days
	21 years +	25 days

B. Full-time Employee means an Employee whose regular hours of service for the Township total forty (40) hours per week.

C. For the purpose of administering vacations, the workweek shall be Monday through Friday, and all days included therein shall be deemed workdays. (One week for full-time Employees: Monday - Friday.)

D. Anniversary date shall be the last date of hiring by the Township.

E. A maximum of one (1) week of earned, unused vacation may be carried over to the next year.

F. The vacation schedule period shall be from January 1 to December 31 of each year.

G. Vacation may be taken in increments of no less than one-half day increments.

H. Vacation requests must be approved by the Highway Superintendent or his designee. A request for annual vacation leave must be submitted by the Employee at least three (3) weeks (twenty-one (21) calendar days) prior to the effective beginning date. Annual vacation will be taken at such time as the Employee and the Highway Superintendent or his designee mutually agree. The twenty-one (21) calendar day notification may be waived at the discretion of the Highway Superintendent or his designee.

I. Annual vacation leave is earned during the time the Employee is on active pay status. It is not earned while on unpaid leave of absence, unpaid military leave, or while working on a part-time basis.

J. An Employee may extend vacation with the approval of the Highway Superintendent or his designee. In such cases, the Employee may use unpaid leave if the Employee has exhausted all vacation accrual.

K. Upon termination of employment from Township service, payment for earned but unused vacation leave shall be made in one lump sum at the Employee's then current base rate of pay. Payment shall be made within ninety (90) days of the time of termination of employment.

ARTICLE XIV - SICK LEAVE

A. Employees on active pay status (working, on vacation or on approved sick leave) accrue sick leave of 4.6 hours with pay (approximately 1 1/4 days per month) for eighty (80) hours of active pay status. No sick- leave accrues, however, for any Employee as to overtime work in excess of eight (8) hours per day, or in excess of forty (40) hours per week of active pay status.

USE OF SICK LEAVE. Sick leave may be used, provided a credit balance is available and upon approval of the Department Head for the following reasons:

(1) Absences due to personal illness, injury or disability.

(2) Examination of the Employee, including medical, psychological, dental or optical exams, by an appropriate practitioner.

(3) Exposure of an Employee to contagious diseases that could be communicated to other Employees.

(4) Examinations for an illness or injury or a pregnancy-related condition of a member of the Employee's immediate family by an appropriate practitioner when the Employee's presence is reasonably necessary.

(5) Illness in the Employee's immediate family which includes the Employee, his or her spouse or the Employee's parents, grandparents, children, grandchildren, brothers or sisters.

B. Unused sick leave shall be cumulative up to 960 hours. When sick leave is used, it shall be

deducted from the Employee's credit on the basis of one hour for every one hour of absence from previously scheduled work. Sick leave shall be used in increments of no less than one (1) hour.

C. The Employee shall submit to the Department Head a satisfactory written, signed statement, on the form supplied by the Employer, to justify the use of sick leave before returning to work. The Department Head may require the Employee to furnish a physician's statement related to the illness if absent four (4) or fewer days. An Employee absent five (5) consecutive calendar days or more is required to furnish a medical statement from his/her physical or other healthcare professional verifying the illness, the Employee's inability to perform his/her required duties, and the Employee's expected date of recovery.

D. If an Employee abuses sick leave in a pattern, per examples noted in the paragraphs below under definitions, the Department Head may reasonably suspect Pattern Abuse. If Pattern Abuse is suspected, the Highway Superintendent or his designee will notify the Employee and Union in writing that Pattern Abuse is suspected. The notice will invite the Employee to explain, rebut or refute the pattern abuse claim. A meeting, between the Employee, Union and Highway Superintendent or his designee shall be held to determine if there is an actual abuse of sick leave.

PATTERN ABUSE DEFINITIONS

Absence:

(1) Before and/or after holidays.
(2) Before and/or after weekends or regular days off.
(3) After pay days.
(4) Any one specific day.
(5) Following overtime worked.
(6) Half days.

UNAUTHORIZED USE OF SICK LEAVE

(1) Failure to notify the Highway Superintendent or his designee of Medical Leave.
(2) Failure to complete standard sick leave form.
(3) Failure to provide physician's verification when required.
(4) Fraudulent physician or other healthcare provider verification.

E. Paid holidays falling during a sick leave shall not be charged as sick leave time.

F. An Employee, at the time of service or disability retirement from active service with the Employer and with ten (10) or more years of service with the Employer, shall be paid in cash for the value of accrued unused sick leave credit at the Employee's base pay rate up to a maximum of forty-five (45) days.

G. A full-time Employee who has sick time credit remaining at the end of the year may elect to:

(1) Carry forward the balance.
(2) Receive a cash benefit equal to one-half (1/2) of unused sick leave up to fifteen (15) days at the Employee's base rate.
(3) Combine (1) and (2).

ARTICLE XV – WORKWEEK / HOURS OF WORK

A. WORKWEEK. The workweek shall be forty (40) hours worked within five (5) consecutively scheduled workdays. Said five (5) consecutively scheduled workdays shall be from 12:00 midnight Sunday through 12:00 midnight Friday.

B. WORKDAY. The workday shall be eight (8) hours worked within a twenty-four (24) hour period. The regularly scheduled workday shall begin at 7:00 a.m. and end at 3:30 p.m. (one-half hour for lunch period).

C. MEAL BREAKS, REST BREAKS AND OVERTIME. When an Employee works ten (10) or more hours on snow removal, he/she shall be entitled to receive reimbursement for a meal allowance not to exceed Six Dollars and Fifty Cents ($6.50). A written receipt must be furnished to the Clerk for the Employee to be reimbursed. As heretofore stated, each workday shall have a thirty (30) minutes unpaid meal break at the midpoint in the scheduled workday. Each Employee shall be provided a paid fifteen (15) minutes rest break during the beginning half of the workday and during the second half of the workday. Each break shall be preceded and followed by at least a one and one-half (1½) hours work period. The breaks shall not be used to compensate for an Employee's late arrival to work, early departure from work, or to extend the meal break. The breaks shall not be cumulative.

D. OVERTIME. Any Employee working, more than the regularly scheduled hours per day or days per week shall be compensated at the rate of one and one-half (1½) times the Employee's regular hourly rate of pay. Seasonal and part-time Employees shall not be used solely to avoid overtime. In the event an Employee is working overtime before or in excess of two (2) hours immediately before or after said Employee's scheduled starting or quitting time said Employee shall be provided a reasonable meal break. Said meal break shall be paid. If the Employee continues to work overtime subsequent rest breaks shall be provided every two (2) hours and a meal break shall be provided every four (4) hours. Each such break shall be paid.

ARTICLE XVI - LONGEVITY PAY

An Employee who has completed more than five (5) years of service with the Lake Township Street Department shall be eligible for a longevity payment of $6.00 per month per contract year up to a maximum payment of $1,000.00. In order to receive the longevity payment, an Employee must be a full-time, active Highway Department Employee. Such payment shall be made on the first pay of December.

ARTICLE XVII - CALL IN PAY

If an Employee is called in by the Employer to report to work outside of his normal workday, or in his regular day off, he/she shall be paid for not less than two (2) hours worked at the applicable rate of pay. When so determined by the Road Superintendent or his designee, as being necessary for the performance of a particular call in, at least two Employees shall be called in who shall be paired to work together in performing the call in work; otherwise, only one Employee shall be called in.

ARTICLE XVIII – MAJOR MEDICAL/HOSPITALIZATION – OTHER MEDICAL BENEFIT COVERAGE

A. The Employer will provide hospitalization, major medical, and other medical services coverage (including dental, prescription and vision) for all members of the bargaining unit, their spouse and dependent children. The major medical, hospitalization and insurance benefit package shall be the current Plan in effect. The Employer will pay ninety per cent (90%) of the monthly health insurance premium cost and the bargaining unit member will pay ten per cent (10%) of the monthly health insurance premium cost. Employer reserves the right to open negotiations, pursuant to ORC 4117.14, on this Article if the Plan currently in place is not financially feasible within the Departmental Budget. Any changes in the insurance plan or in third-party administrators shall be first approved by the Union. Such approval shall not be unreasonably withheld.

B. The Employer shall provide Employees with term life insurance in the amount of $25,000.00 per Employee, with the understanding, however, that there will be a decrease in the death benefit paid for those Employees over sixty-five (65) years of age and further decreases in the death benefit each time Employees who are not retired reach the age of 70, 75, and 80 years of age. At 99 years of age, coverage shall terminate. The parties recognize that coverage also terminates when an Employee retires.

ARTICLE XIX – SENIORITY

Section 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.

Section 2. The Township shall post a copy of the seniority list showing the seniority of each Employee listed on the Township's bulletin board. The seniority list shall be reviewed or updated no less than once per contract year, with copies furnished to the Union at such time.

Section 3. 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. failure to report to work within five (5) days as scheduled after the expiration of a leave of

absence or a recall from layoff.

Section 4. 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.

Section 5. 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. However, such Employee shall receive credit for accumulated sick leave, vacations, retirement or other type of benefits that are accrued as a result of their employment elsewhere with the Township.

Section 6. Seniority shall be the determining factor for shift assignments, vacation and days off for Employees. 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 Assistant Superintendent or the Superintendent's position.

ARTICLE XX - MISCELLANEOUS BENEFITS

A. Work gloves and uniforms will be furnished by the Employer. At least Eleven (11) changes of uniforms will be furnished and cleaned by the Employer.

B. The Township shall pay up to $150.00 per year for each Employee for his/her purchase of a pair of safety boots provided that the Employee establishes a need for such boots to the satisfaction of the Highway Superintendent.

C. Employer shall pay for physical examinations of Employees required for Commercial Drivers Licenses (CDL) to be performed by physician(s) selected by the Employer. Employer shall also pay the difference between the cost of a CDL and a personal driver's license.

D. Court Leave/Jury Duty. Employees required to perform jury duty or serve as a court witness under summons or subpoena will receive full pay for time away from work. However, any payment received from such duty must be submitted to the Clerk for payment into the Township accounts. Upon payment to the Department Head, a receipt shall be provided to the Employee.

E. Military Leave. Any Employee who is inducted into or joins the Armed Forces of the United States shall be entitled to re-employment rights provided by State and Federal law. Such Employees shall be reinstated to a similar position in seniority and pay status. Employees must apply for reinstatement within ninety (90) days of their discharge date. National Guard or Military Reserve will be paid to a maximum of thirty-one (31) days annually, provided the Department Head receives proper documentation of such required time off from work.

F. Bereavement Leave. Employees shall be entitled to up to three (3) days of Bereavement Leave for the death of the Employee's: spouse or significant other (which is one who stands in the place of a spouse and who resides with the Employee), child, stepchild, grandchild, parents,

grandparents, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or legal guardian of another person who stands in the place of a parent. An Employee's available vacation, sick leave, or personal leave days may be used to extend the bereavement leave.

ARTICLE XXI - COMPENSATION (Based Upon Service Time With the Township):

Effective March 1, 2012 each pay classification shall be increased by one per-cent (1.0%) each year of the collective bargaining agreement; as follows:

Effective March 1, 2012:

Labor / Operator	(Per Hour)		Start	90 days	1 yr.	3 yrs.
2012		$	13.91	17.39	19.32	22.10
2013			14.05	17.57	19.51	22.32
2014			14.19	17.74	19.71	22.54

Mechanic / Labor Operator*	(Per Hour)		Start	90 days	1 yr.	3 yrs.
2012		$	22.10	22.43	22.74	23.06
2013			22.32	22.66	22.96	23.29
2014			22.54	22.88	23.19	23.52

- When an Existing Department Employee is selected to fill the Mechanic/Labor Operator classification he/she will be placed at the starting rate for said position or at one of the stepped up rates as established above, if, in the sole judgment of the Employer, his/her experience and skills warrant such placement at such stepped up rate. The Township may return the Employee to his/her former position with the Township within 90 days of his/her start date, at the Township's sole discretion, if he/she is unable to perform the duties of the job as determined in the Township's sole judgment. Likewise, within 90 days, an Employee may request and if so requested, shall be returned to his/her former classification and former rate of pay

ARTICLE XXII - SEVERABILITY

This Agreement is subject to all applicable Federal and State laws or judicial decisions interpreting them. In the event any provision of this Agreement is found to be contrary to the above by a court of competent jurisdiction or by any official having authority to role in the matter, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

ARTICLE XXIII - DURATION OF AGREEMENT

A. This Agreement shall be effective March 1, 2012 and remain in full force and effect until February 28, 2015 unless otherwise terminated as provided herein.

B. If either party desires to modify, amend, or terminate this Agreement for the period subsequent to February 28, 2015, it shall serve written notice of such intent no earlier than one hundred twenty (120) days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be served by certified U.S. Mail with

return receipt. If such service of notice is given this Agreement shall remain in effect until the parties reach a new Agreement. If no notice seeking modification is given then this Agreement shall continue in effect for the next successive calendar year.

C. The Parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either or both Parties at the time they negotiated or signed this Agreement.

D. This Agreement constitutes the entire Agreement between the Parties, and all other agreements either written or oral are hereby canceled.

ARTICLE XXIV – MISCELLANEOUS

If, during regular working hours, the president of the Union needs to meet with Union officials for the purpose of preparation of arbitration, he/she will be paid his/her regular rate of pay for this time. At no time will overtime be paid for this purpose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed this 7 day of March, 2012.

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

President

Vice-President

Secretary/Treasurer

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

FOR THE BOARD OF LAKE TOWNSHIP TRUSTEES, STARK COUNTY, OHIO

Chairman

Vice-Chairman

Member

CERTIFICATE OF CLERK

I, Ben Sommers, Fiscal Officer of the Board of Trustees of Lake 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 Lake Township Trustees now on file this 1 day of March, 2012.

Ben Sommers

Ben Sommers, FISCAL OFFICER
BOARD OF TRUSTEES OF
LAKE TOWNSHIP, STARK COUNTY,
OHIO

578 Contract - CDH Edits/2012Lake/ver.2
578 Contract - SDK Edits/Feb242012/final

EXHIBIT A

UTILITY WORKERS UNION OF AMERICA

Grievance

LOCAL UNION _____

Date filed (in writing)_____ Case No._____

Company_____

City and State _____

Employee's Name_____

Classification_____ Department_____

Number of men involved_____ Date of grievance _____

WITNESSES- NAME DEPARTMENT

_____

_____

Name of Shop Steward or Committeeperson_____

Date grievance discussed with Highway Superintendent_____

Article and Sections of Agreement alleged to be violated_____

Description of grievance_____

_____

_____

_____

_____

_____

Signature of employee_____ Date_____

Employee address_____

DISPOSITION OF CASE:

Superintendent's Name_____ Date_____

_____

Remedy sought_____

_____

FINAL DISPOSITION:_____

_____

For the Company_____ For the Union_____