



Agreement Between

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3176-02
K31674

**BOARD OF TOWNSHIP TRUSTEES OF ORANGE TOWNSHIP,
DELAWARE COUNTY, OHIO**

AND

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

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO
LOCAL 3238, SUB-LOCAL #2**

EFFECTIVE THROUGH DECEMBER 31, 2017

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ARTICLE 1 PREAMBLE

SECTION 1.1

This Agreement is between the Board of Township Trustees of Orange Township, Delaware County, Ohio hereinafter referred to as the "Employer", and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, and AFSCME, Local 3238, Sub-local #2, hereinafter referred to as the "Union", a labor organization as defined in Chapter 4117 of the Ohio Revised Code.

SECTION 1.2

The express provisions of the Agreement may not be changed unless all the parties agree to mutually re-open the agreement before the expiration date. An agreement to re-open does not necessarily guarantee a change in the express provisions of this Agreement. A change in the Agreement will be implemented by an addendum to the Agreement signed by the duly authorized representative of the parties.

SECTION 1.3

This agreement is subject to applicable federal and state laws. Mutual determination by the parties or a determination by a Court of competent jurisdiction that a provision of this Agreement is invalid shall not invalidate the whole Agreement, but only the part deemed invalid. The terms and provisions of this Agreement shall supersede any resolutions, which may be enacted during the life of the Agreement. Prior resolutions shall continue in full force and effect unless expressly contradicted by the provisions of this Agreement.

SECTION 1.4

The Employer will provide the Union with fifteen calendar days advance notice, except in an emergency, or crisis situation, of any substantive changes in work rules, rules of conduct, compensation or benefits.

ARTICLE RECOGNITION

SECTION 2.1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative of the following:

Included: All employees of the Orange Township Maintenance Department; including, Maintenance Worker

The Employer and Union recognize that the Union is not the representative of the following:

Excluded: All Management-Level, Supervisory, Confidential, Casual, and Seasonal Employees as defined in the Act, Custodian (1 employee) and all others.

SECTION 2.2

In the event a change of duties of a position within the bargaining unit results in a reclassification of the position as determined by the employer, the employer shall determine whether the new position will be included in or excluded from the bargaining unit. If the union disputes the employer's determination of the bargaining unit status, the parties will meet to attempt to resolve their disagreement. If the parties are unable to agree on the bargaining unit status of the position, the issue shall be subject to an appeal by the union and the employer to the State Employment Relations Board via the filing of a joint petition for classification or amendment of the certification pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

SECTION 2.3

If the parties agree or SERB rules the classification is included in the Bargaining Unit, the parties will meet within ten (10) days to negotiate the appropriate rate of pay. The employer will implement their last best offer pending the next contract negotiations.

ARTICLE 3 MANAGEMENT RIGHTS

SECTION 3.1

To the extent provided by law, the Employer retains the exclusive right and authority to administer the business of the Employer in addition to other functions and responsibilities which are required by law, and the full right and responsibility to direct the operations of the department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of service, its over-all budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate and hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which government operations are to be conducted.
- E. Implement reasonable work rules and other standards of conduct pertaining to the work force.
- F. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.
- G. Determine the adequacy of the work force.
- H. Determine the overall mission of the Employer as a unit of government.
- I. Effectively manage the work force.
- J. Take action to carry out the mission of the public employer as a government unit.

SECTION 3.2

The Union recognizes and accepts that all rights and responsibilities of the Employer not otherwise restricted or modified herein and as permitted by law shall remain the exclusive function of the Employer, and that nothing herein shall be construed to restrict the Employer's inherent and exclusive rights with respect to matters of general managerial policy.

ARTICLE 4 PROBATIONARY PERIOD

SECTION 4.1

All newly hired employees will be required to serve a probationary period of one (1) year. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance procedure contained herein.

SECTION 4.2

All newly promoted employees will be required to serve a promotional probationary period of six (6) months. During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous position.

ARTICLE 5 DUES DEDUCTION

SECTION 5.1

The Employer will deduct bi-weekly dues from the pay of employees in the bargaining unit upon receipt from the Union of individual written authorization cards executed by the employee for that purpose and bearing his/her signature. The form of the written authorization card shall be agreed to by Employer and Union. The Employer will remit those dues, along with an alphabetical list of names and Social Security numbers of all employees for whom dues have been deducted, to the Controller of AFSCME Ohio Council 8 within one week from the date the deduction was made. The amount of the bi-weekly dues will be certified in writing to the Township Fiscal Officer by the Controller of AFSCME, Ohio Council 8. The Controller will notify the Employer in writing of any changes in dues rates, which will be implemented by the Employer within two weeks of the actual receipt of such written notice by the Township Fiscal Officer.

SECTION 5.2

All employees in the bargaining unit who do not become members in good standing of the Union as set forth above will pay a fair share fee to the Union effective no later than 60 days from the employee's date of hire, or sixty days from the execution of the initial collective bargaining agreement between the parties, whichever is later. The fair share fee shall not exceed the bi-weekly dues, initiation fees and assessments of Union members. The Union shall maintain a lawful rebate procedure. The amount of the fair share fee will be certified in writing to the Township Fiscal Officer by the Controller of AFSCME, Ohio Council 8. The fair share fee will be remitted to the Controller of AFSCME, Ohio Council 8 in the same fashion as described for dues in the Section above.

SECTION 5.3

The Union agrees that it shall indemnify and hold the Employer harmless from any recovery of damages and expenses sustained by the Employer relative to the Employer's agreements under this article.

SECTION 5.4

The Employer shall be relieved from making such individual dues deductions upon an employee's:

- A. Termination of employment;
- B. Transfer to a job other than one covered by the bargaining unit;
- C. Layoff from work;
- D. Written revocation of the check-off authorization by an employee not earlier than sixty (60) days no later than thirty (30) days prior to the expiration of the Agreement; or
- E. Unpaid leave of absence.

SECTION 5.5

The Employer will notify the Union within thirty (30) working days after hiring any new bargaining unit employees.

ARTICLE 6 UNION BUSINESS

SECTION 6.1

The Employer agrees, the Union's Chief Steward shall be permitted to perform the following functions without loss of pay and subject to the advance approval of the Department Supervisor and provided normal operations of the Department are not disrupted.

- A. Attend meetings with management.
- B. Transmit communications, authorized by the local Union, or its officers to the Employer or his representatives.
- C. Consult with the Employer or its representatives, concerning the enforcement of any provision of this Agreement.
- D. The Employer agrees that the Union's representatives may post Union notices on designated bulletin boards, distribute Union literature and solicit Union membership during non-work hours and in non-work areas and only in a manner that does not disrupt the Department. Posted notices shall not contain the following:
 - 1. Personal attacks upon any other member, or any other employee.
 - 2. Scandalous, scurrilous, or derogatory attacks upon the administration.
 - 3. Attacks and/or unfavorable comments regarding a candidate for Township office, or for office in an employee organization.
- E. The Employer agrees that it will reasonably attempt to schedule one (1) member of the Union, having been selected to attend activities or convention, will be granted time off with pay to attend such function by giving at least ten (10) calendar days written notice to the Employer. This time off shall not exceed two (2) eight hour days, in the aggregate, for the Union each year. The Union agrees that should an emergency arise, the Union would honor the Employer's request to send an alternate. The two (2) days per year shall be accounted for and reported to the Department Supervisor quarterly by the Union President.
- F. The Union shall provide the Maintenance Supervisor with an official written roster of its Union representatives, which is to be kept current at all times and shall include name and Union position held.

ARTICLE 7 LABOR MANAGEMENT COMMITTEE

SECTION 7.1

In the interest of sound labor management relations, a committee of the Orange Township Administrator and Department Head or Supervisor, not to exceed two (2) representatives, shall meet with designated representatives of the Union, not to exceed two (2) representatives, to discuss pending problems and to promote a more harmonious relationship between the Union and the Employer. It is agreed that labor/management meetings shall be held not less than once every six (6) months, unless waived. Either party may request additional meetings. It is agreed that either party shall hold labor/ management meetings upon request, on a mutually agreeable day and time.

SECTION 7.2

An agenda will be furnished at least three (3) workdays in advance of the meetings, with a list of the matters to be taken up.

SECTION 7.3

The purpose of such meeting(s) shall be to discuss matters relating to the conditions of employment, which are not the subject of a grievance, unless the parties mutually agree to the topic. The meetings will be limited to two (2) hours unless an extension is mutually agreed upon.

ARTICLE 8 GENDER/NON-DISCRIMINATION

SECTION 8.1

The Employer and Union agree that the provisions of this Collective Bargaining Agreement shall be applied to all employees without unlawful discrimination as to age, sex, race, color, creed, national origin, or disabled status, and both parties further agree that neither shall unlawfully discriminate on the grounds of age, sex, race, color, creed, national origin, or disabled status in the application of this Agreement. The parties further agree that neither the Employer nor Union shall unlawfully discriminate against any individual on the basis of his membership or participation or lack of membership or lack of participation in the Union.

SECTION 8.2

Wherever the male gender is used in this Agreement, it shall be construed to include both male and female.

ARTICLE 9 CONTRACTING OR SUBCONTRACTING

SECTION 9.1

The Employer shall have the right to contract out or subcontract out work; provided, however, that in the event a decision to contract or subcontract would reduce the number of bargaining unit employees below the level of employees existing at the time of the execution of this agreement, then, in that situation only, the Employer agrees to notify the Union and allow the Union an opportunity to discuss the contracting or subcontracting decision for a period of 14 days before any bargaining unit members are released. Despite these discussions, the Employer shall have the sole discretion to determine whether to contract or subcontract during and after the 14-day period, so long as no bargaining unit members are reduced until the end of the 14-day period.

ARTICLE 10 GRIEVANCE PROCEDURE

SECTION 10.1

A grievance shall be defined as a dispute solely pertaining to the interpretation, or application of the specific provisions of the collective bargaining agreement.

SECTION 10.2

Grievances shall be processed in the following manner:

- A. **Step 1** The grievance shall first be submitted to the Department Supervisor in writing. A grievance must be submitted within ten (10) calendar days after the event giving rise to the grievance occurred, or was first known to the grievant. The Department Supervisor shall give his answer to the grievance within seven (7) calendar days from the date of its submission.
- B. **Step 2** If the answer in Step 1 is not satisfactory to the grievant and the Union, the grievance may be submitted to the Human Resources and Communications Manager.
- C. **Step 3** If the answer in Step 2 is not satisfactory to the grievant and the Union, the grievance may be submitted to arbitration.

SECTION 10.3

Any grievance, which is not resolved through the grievance procedure, may be submitted to arbitration upon the request of the Union. Such request shall be made in writing to the Township within seven (7) calendar days of the Union's receipt of the Department Supervisor's answer to Step 1 of the grievance procedure.

SECTION 10.4

Upon the conveyance of the request for arbitration, the parties shall request a panel of seven (7) names from the Federal Mediation and Conciliations Service. Upon receipt, the parties shall meet for the purpose of selection the arbitrator. If the parties cannot agree on a neutral, a coin will be tossed to determine which party shall first strike from the list of names submitted. The other party shall then strike and the procedure continued with alternate striking of names. The last remaining name shall be appointed the arbitrator.

SECTION 10.5

The arbitrator shall conduct a hearing on the grievance within thirty (30) days of appointment. The principals of the grievance will be afforded an opportunity at the hearing to present their respective cases. Upon the close for the hearing the arbitrator shall, within thirty (30) days of the close of the record, render a decision that will be final and binding on the parties. The Arbitrator shall have no authority to alter, amend, modify, add to, or subtract from the specific provisions, or terms of the collective bargaining agreement.

SECTION 10.6

All proceedings under this Article shall commence and be carried to a conclusion as expeditiously as possible.

SECTION 10.7

The decision of the Arbitrator shall be final and binding upon the Union, the employees, and the Township.

SECTION 10.8

Any cost in obtaining the list of arbitrators shall be divided equally between both parties.

SECTION 10.9

Expenses, if any, of the witnesses shall be borne by the party calling the witness.

SECTION 10.10

The fees of the Court Reporter shall be paid by the party asking for one. Such fees shall be split equally if both parties desire a Court Reporter 's recording, or request a copy of any transcript.

SECTION 10.11

Arbitration fees and expenses are to be split equally by both parties.

SECTION 10.12

It is understood that the parties involved in each step of the grievance may, by mutual agreement in writing, extend the time limits imposed on the specific step at which the grievance is being processed. In the absence of mutual extension, a grievance will move to the next step in the grievance procedure if a response is not forthcoming within the specified time limits. In the absence of mutual extension, the Township may, at any step where a response is not forthcoming within the specified time limits, presume the grievance to have been dropped with prejudice.

SECTION 10.13

A grievant has the right to Union representation at each step of the grievance.

SECTION 10.14

A grievance may be withdrawn by the grievant, or the Union, at any time from the grievance procedure. The withdrawal of any grievance shall not be prejudicial to the position taken by the parties as they relate to the grievance or any other grievance.

ARTICLE 11 DISCIPLINE

SECTION 11.1

Prior to any supervisor conducting a meeting where there is a reasonable expectation of discipline, the employee has the right to request that a Union Steward be present. The Union agrees that a Union Steward will be readily available for such meetings.

This Section shall not be construed to prevent the Employer from holding an investigative meeting with employee(s) to determine if a formal disciplinary meeting is necessary.

SECTION 11.2

Any non-probationary employee who may be suspended or discharged, shall be given a written notice of such disciplinary action, stating the reason(s) for the proposed suspension or discharge at least forty-eight (48) hours prior to the date of the disciplinary meeting. Any non-probationary employee shall have the right to have a steward present when notified of a suspension or discharge.

SECTION 11.3

The Employer retains the right to discharge, suspend and discipline any non-probationary employee(s) for just cause.

SECTION 11.4

Disciplinary grievances for non-probationary employees, including suspension or discharge shall start at Step 1 of the Grievance Procedure. All administrative procedures of the Grievance Procedure shall be applicable to all disciplinary grievances filed pursuant to this Article.

SECTION 11.5

Employees will have access to their official employee files during regular business hours. Any written reprimands, (except those related to sexual harassment, suspensions and violations of law), will not be considered after two (2) years from the original date of the infraction, providing that there have been no further disciplinary infractions.

ARTICLE 12 SENIORITY

Section 12.1

Seniority shall commence with the date of full-time employment with the Orange Township Maintenance Department and shall be the basis for such benefits as accumulation of vacation, or other cumulative monetary fringe benefits based on length of service. In addition, seniority among bargaining unit employees of the Maintenance Department shall be used for the purpose of layoffs from positions held by bargaining unit employees and scheduling time off from such positions.

Section 12.2

Continuous service shall be broken only by resignation, discharge, lay-off in excess of one (1) year or more (not including military leave), or retirement.

Section 12.3

The Employer will annually supply a current Department Seniority List of bargaining unit employees to the Union.

ARTICLE 13
PROMOTIONAL POLICY

SECTION 13.1

The Employer retains the right to promote and agrees to preference for promotion from within the ranks of all employees, whether bargaining unit or non-bargaining unit.

ARTICLE 14 LAY-OFF AND RECALL

SECTION 14.1

The Employer will give reasonable notice, except in the case of an emergency, of at least thirty (30) days before the effective date of the layoff.

SECTION 14.2

Layoffs from bargaining unit positions shall be by seniority. Employees in bargaining unit positions shall have the right to recall to a vacant bargaining unit position for a period of two (2) years from the date of their layoff.

SECTION 14.3

No vacancy in a bargaining unit job classification may be filled by hiring, promotion or permanent transfer until all recall rights to that classification have been exhausted.

SECTION 14.4

Notice of recall from a layoff shall be sent to the employee by certified mail with a copy to the Union. The mailing shall be to the last mailing address provided by the employee. Employees have an obligation to keep the Employer advised of their current mailing address. An employee who fails to respond to a notice of recall within three (3) days of service of the certified mail, or whose certified mail is returned unserved, shall forfeit all recall rights.

SECTION 14.5

An employee who is recalled shall receive the current compensation for the bargaining unit job classification to which they are recalled, and the period of their layoff shall not be considered in determining the same.

ARTICLE 15 HOURS OF WORK

SECTION 15.1

The work week shall be five (5) consecutive eight (8) hour days. Additionally, an unpaid lunch period shall occur on each work day. For accounting purposes the work week shall begin at 12:00 Sunday morning and shall conclude the next Saturday at 11:59 P.M.

ARTICLE 16
OVERTIME/MANDATORY CALL-IN/COMPENSATORY TIME

SECTION 16.1 OVERTIME

Employees will be paid at the rate of one and one-half (1 ½) times their regular hourly rate of pay for all hours in active pay status (hours worked, sick leave, vacation, funeral leave or holidays) which exceed forty (40) hours in a work week. Such work week shall not be changed to avoid overtime, as stated in the Federal Fair Labor Standards Act (FLSA) Code of Federal Regulation 29 Part 778.

SECTION 16.2 MANDATORY CALL-IN

Bargaining unit employees are subject to call-in during emergencies and may be required to work an irregular shift. Bargaining unit employees are required to maintain active telephone service. Employees are required to report for duty within sixty (60) minutes of call-in notification.

Section 16.3 COMPENSATORY TIME

Maintenance Department employees will have the option of receiving, in lieu of overtime pay, compensatory time at a rate of one and one half hours (1 ½) for each hour worked. The employee may accumulate up to two hundred and twenty five (225) hours (150 hours of overtime worked). Employees may only use compensatory time with the prior approval of the Maintenance Supervisor. The taking of compensatory time can be denied by the Maintenance Supervisor in the event that it creates an overtime condition.

ARTICLE 17 LEAVE OF ABSENCE

SECTION 17.1 MILITARY LEAVE

Military Leave will be provided in compliance with Ohio Law.

SECTION 17.2 FUNERAL LEAVE

SECTION 17.2.1

In addition to any other leave granted herein, each employee shall be entitled to time off with pay (funeral leave) for a death in the family in accordance with this article.

SECTION 17.2.2

An employee shall be entitled to three (3) working days for funeral leave, for the death of the following: spouse, child, step-child, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepparent, grandparent, spouse's grandparent, grandchild, stepbrother, stepsister, half-brother, half-sister, or other relatives who reside in the member's household.

SECTION 17.2.3

An employee shall be entitled one (1) work day of paid funeral leave to attend the funeral services of other members of the employee's family. Other family members are hereby defined as an employee's brothers and sisters-in-law, aunts and uncles.

SECTION 17.2.4

Funeral Leave pay is calculated based on the base pay rate at the time of absence. It will not include any special forms of compensation. If additional time off is requested, eligible employees may use available paid vacation days as necessary.

SECTION 17.3 JURY DUTY LEAVE.

A full-time employee serving upon a jury in any court of record of Delaware County, Ohio, or adjoining counties shall be paid his/her regular salary for the period of time so served. With the exception of Worker's Compensation coverage, time so served upon a jury shall be deemed active service with Employer for all purposes. The employee is required to obtain a signed record from the courts to document the time spent on jury duty. Upon receipt of payment for jury service, the employee shall deposit such funds with the Township Clerk.

SECTION 17.3.1

When a full-time employee receives notice for jury duty in any court of record of Delaware County, Ohio, or in any adjoining county, he/she shall present such notice to the Department Supervisor. A copy will be made of the notice and filed and recorded in the employee's personnel file.

SECTION 17.4 FAMILY AND MEDICAL LEAVE ACT (FMLA)

An employee who seeks to take unpaid FMLA leave due to his own serious health condition must first exhaust injury leave, if applicable, the accrued paid sick leave and accrued paid vacation leave before taking the unpaid balance of the twelve (12) weeks provided under FMLA. An employee who seeks to take unpaid FMLA leave due to the serious health condition of a relative must first exhaust the accrued paid sick leave and accrued paid vacation leave before taking the unpaid balance of the twelve (12) weeks provided under FMLA. Additionally, the parties will comply with any legislative amendment to the Family Medical Leave Act.

ARTICLE 18 SICK LEAVE/INJURY LEAVE

SECTION 18.1 SICK LEAVE

SECTION 18.1.1

All employees shall earn, in the calendar year 2012 one and eight hundred forty six hundredths (1.846) hours of sick leave per forty (40) hour pay period. All employees shall earn, in the calendar years 2013 and 2014, one and fifty four hundredths (1.54) hours of sick leave per forty (40) hour pay period. Sick leave may only be used for absence due to medical, dental, optical consultation, or treatment of the employee for personal illness, off of the job injury, or exposure to serious contagious disease, which could be communicated to other employees. In addition, sick leave may be used for absence due to the illness, injury, or medical condition of a member of the employee's immediate family.

- A. Immediate family is defined as only: spouse, mother, father, brother, sister, child, stepchild, parent of spouse, or other relatives who reside in the Employee's household. In the case of a member of the immediate family not living in the same household, the Supervisor may approve a claim for sick leave pay when the need is demonstrated. The exact nature of the illness or injury must be explained and the relationship stated.
- B. When sick leave is requested to care for members of the immediate family, the employee may be required to furnish a physicians certificate or other documentation to verify that the presence of the employee is necessary to care for the family member.
- C. Medical, dental or optical examination or treatment of the employee or a member of the employee's immediate family, when the need is demonstrated and the absence is approved in advance by the Supervisor.

SECTION 18.1.2

Each employee shall be eligible for a two hundred dollar (\$200) bonus for each six (6) month period ending June 30 and December 31 during which they serve as employees the entire period without use of sick leave. Such bonus payment shall not exceed \$400 per employee per year and shall be payable only to current employees at the time of payment, on or about December 31 of the qualifying year.

SECTION 18.1.3

Employees with ten years of continuous service with Orange Township will receive a cash payment for one fourth (1/4) of their accumulated unused sick leave hours up to a maximum of two hundred forty (240) hours (25% of 960 hours earned) at their time of retirement (with eligibility to receive immediate retirement benefits) under Ohio Public Employees Retirement System. Said payment shall be based upon the employee's rate of pay at retirement.

SECTION 18.1.4

In the event an employee dies in active pay status with the Township, one-fourth (1/4) of their accumulated unused sick leave hours, up to a maximum of two hundred forty (240) hours [25% of nine hundred

sixty (960) hours earned] shall be paid in a lump sum to the employee's surviving spouse, minor children, or next of kin named by the employee as beneficiaries of their estate.

SECTION 18.2 INJURY LEAVE

SECTION 18.2.1

Any employee who is injured while working within the scope of his employment, and who is temporarily totally disabled by such injury, shall receive their usual and normal salary and compensation during such period. Any and all payments received from the Bureau of Workers Compensation for such period shall be remitted to the Employer.

SECTION 18.2.2

Injury leave provided herein shall not exceed six (6) months from the date of injury and shall terminate sooner in the event the employee is no longer qualified for temporary total disability compensation. An employee who exhausts their total injury leave may be eligible for an additional six (6) months leave, with the approval of the Department Supervisor and the Board of Trustees, provided their physician certifies in writing that they will be able to return to work within this additional time period with one hundred (100) percent capability to perform their essential job duties.

SECTION 18.2.3

To be eligible for injury leave the employee must formally apply for benefits per the Ohio Revised Code to the Bureau of Worker's Compensation; the claim must be allowed and the employee awarded temporary total disability under the claim. Sick leave, or vacation time used during the application period shall be reinstated upon approval of Workers Compensation payments. Should the employee not have sufficient sick or vacation leave to cover the application period, the employer will continue salary and benefits, with the approval of the Trustees, for up to sixty (60) days. Should the Workers Compensation claim ultimately be denied, all monies paid to the employee during this period shall be repaid by the employee to the Employer.

SECTION 18.3 RETURN TO WORK FOLLOWING INJURY OR DISABILITY

Unless agreed by both Union and Employer, all employees missing work due to injury or disability shall, prior to returning to work, undergo a satisfactory physical by a physician designated by the Employer and be certified by such physician as being able to resume all normal duties of their position.

SECTION 18.4

Employees using three (3) or more consecutive days of sick leave for a personal illness, injury, or medical condition, or for the illness, injury, or medical condition of a member of the employee's immediate family, shall be required to present a Doctor's verification of the same to the Employer upon return to work.

SECTION 18.5

Employees shall be subject to a mandated physical examination, to determine their fitness for duty, up-

on the reasonable request of the Employer.

SECTION 18.6

Orange Township has a Transitional Work Program to assist employees in returning to work following injury. The program is described in Addendum A.

ARTICLE 19 HOLIDAYS

SECTION 19.1

All Members will receive ten (10) paid holidays. They are to include:

- A. New Year's Day
- B. Martin Luther King, Jr. Birthday
- C. President's Day
- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Veteran's Day
- H. Thanksgiving Day
- I. Day After Thanksgiving
- J. Christmas Day.

SECTION 19.2

Should a holiday fall on a Saturday or Sunday, all bargaining unit employees will celebrate the holiday on the same day as all other non-safety township employees.

ARTICLE 20 VACATION

SECTION 20.1

Full-time employees shall earn vacation, which shall be documented in the following manner: During the probationary period vacation shall be accrued, but not used. An employee must have satisfactorily completed the initial hire probation period before using vacation. The clerk shall calculate the vacation hours earned and show them beginning the first pay period after the end of the probationary period. Except in the case of an emergency approved by the Department Supervisor, use of vacation shall require twenty-four (24) hour notice.

SECTION 20.2.

Vacation accrual shall be as follows for all full-time bargaining unit employees:

<u>YEARS OF SERVICE</u>	<u>ANNUAL ACCUMULATION</u>
1 THROUGH 5 YEARS	80 HOURS
6 YEARS AND OVER	120 HOURS

SECTION 20.3

Employees may carry over up to eighty (80) hours of vacation into a new year.

SECTION 20.4

Vacation time not used and not available to be carried over to the following year will be paid on or about the 31st of December on a separate check from the Employee's regular pay.

SECTION 20.5

After the Employer approves a vacation request, it cannot be revoked without the Employee's approval.

ARTICLE 21
WAGES/LONGEVITY PAY

Section 21.1

All new employees hired into the bargaining unit after December 31, 2011 will have a starting wage of \$14.98 per hour.

Section 21.2

Effective January 1, 2015 all AFSCME bargaining unit employees will receive an increase as follows: Birchfield and Neace will be paid at the rate of \$21.29 per hour (Twenty one dollars and twenty nine cents). Butts and Hall will be paid at the rate of \$18.94 (Eighteen dollars and ninety four cents) per hour.

Section 21.4

Effective January 1, 2016 all AFSCME bargaining unit employees receive a two percent (2 %) increase to their current hourly rate of pay.

Section 21.5

Effective January 1, 2017 all AFSCME bargaining unit employees receive a two percent (2 %) increase to their current hourly rate of pay.

Section 21.6

Employees called back into work after the end of the regular shift or called in on a day or at a time the employee would have normally been off duty, shall be entitled to a minimum of two (2) hours pay. Two (2) or more call-ins within a two (2) hour period shall be considered one (1) call-in.

Section 21.7

Vacation days, sick leave and holiday leave shall be considered as hours worked for computing overtime.

Section 21.8 LONGEVITY PAY

As compensation for years of service to the Maintenance Department, employees shall be entitled additional compensation based upon consecutive years of completed service. This pay benefit is not retroactive.

Section 21.9

Compensation shall begin after the completion of the fifth (5) year. Compensation shall continue as follows each year.

Years six (6) through nine (9)	Three hundred (\$300.00) dollars
Years ten (10) through fourteen (14)	Six hundred (\$600.00) dollars
Years fifteen (15) through nineteen (19)	Nine hundred (\$900.00) dollars
Years twenty (20) and above	One thousand and two hundred (\$1,200.00) dollars

Phased in adjustment of wages for Gary Hall and Greg Butts will be as follows:

Effective January 1, 2016, each shall be given an adjustment of \$0.73 (Seventy three cents per hour equal to an hourly rate of \$19.67) before the annual increase of two percent (2%).

Effective January 1, 2017, each shall be given an adjustment of \$0.73 (Seventy three cents per hour equal to an hourly rate of \$20.79) before the annual increase of two percent (2%).

ARTICLE 22 HEALTH INSURANCE

SECTION 22.1

All full-time employees shall be offered, at their option, the same Major Medical, Accident, Health, Dental, Vision and Life Insurance as provided to all Township officials and other full-time employees of the Township.

SECTION 22.2

The Township will attempt to provide coverages similar to those currently in effect and will give (30) thirty days notice of any change in such benefits.

ARTICLE 23 UNIFORMS

SECTION 23.1

The Employer will provide daily steel-toed OSHA approved work footwear (Boots and shoes) for Maintenance Department employees. The cost of the footwear shall not exceed \$200.00 per employee. The Maintenance Department Supervisor will select the distributor and choice of footwear purchases and approve any future footwear purchases or replacements for the department. Employer will provide an Annual Allowance of \$50.00 (Fifty dollars) per employee for replacement laces or for over the counter purchase of insoles.

The Employer will provide maintenance uniforms that will consist of the following items:

- A. Long sleeve tee shirts
- B. Short sleeve tee shirts
- C. Full Cut work pants
- D. Twill heavy duty cotton coveralls
- E. 30-below insulated coveralls or bibs and a jacket, according to employee preference.
- F. Flannel lined lightweight nylon jacket
- G. Reflective heavyweight jacket
- H. Rain-suit parka
- I. Rain-suit overalls
- J. Poplin summer baseball caps
- K. Poplin winter baseball caps
- L. Steel-toed safety footwear as approved by the Maintenance Supervisor.

The employer shall replace issued gear and clothing on an as needed basis as reasonably determined by the supervisor.

SECTION 23.2

All items are to be blue or as approved by the Maintenance Supervisor . All shirts, jackets and caps shall bear Orange Township labels.

SECTION 23.3

Uniforms are provided for the safety of the employee and to maintain a positive image. Employees must wear uniforms while on the job and may wear them while traveling to and from work, even when such travel includes brief, incidental stops such as buying gasoline or an item at a store.

SECTION 23.4

Employees are responsible for the routine cleaning and maintenance of uniforms and for maintaining a professional image.

SECTION 23.5

The Maintenance Supervisor may determine the appropriateness of particular uniform components for particular situations.

SECTION 23.6

Employees are prohibited from the following, and may face disciplinary action if they:

- A. Wear Orange Township uniforms for the purposes other than described in the previous paragraph; or
- B. Consume alcoholic beverages or violate the law while wearing uniform components; or
- C. Loan uniforms or uniform components to non-employees.

ARTICLE 24 SAFETY AND HEALTH

SECTION 24.1

The Employer will endeavor to provide a safe and healthy working environment. The Union agrees that where safety devices or protective equipment is required or furnished, its use shall be mandatory.

SECTION 24.2

Any employee who reasonably believes a safety hazard exists, such as unsafe equipment, conditions or practices, shall report the situation as soon as possible to the Department Supervisor in writing.

SECTION 24.3

In the event an employee sustains a significant exposure to a bodily fluid or an infectious disease in the course or scope of his employment, and is sent to the hospital for testing, treatment, and/or preventative measures, and Workers Compensation subsequently determines that no injury was sustained and declines payment, all bills pertaining to the employee's testing, treatment, and/or preventative measures shall be paid by the Employer if not covered by the provided healthcare plan.

SECTION 24.4

The Township will discuss the issues of safety and health.

ARTICLE 25
NO STRIKE/NO LOCKOUT

SECTION 25.1 NO STRIKE

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 (including, but not limited to slow-downs and sympathy strikes), or any other interruption of operations or services of the Employer during the life of this Agreement. Further, the Union will be liable if it, its officers, agents, representatives, or members authorize, instigate, cause, aid, condone or participate in any such action. The Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above. It is specifically understood and agreed that the Employer shall have the whole and complete right of discipline, including discharge. The Employer may bring other actions under the rules of the State Employment Relations Board and under the laws of the State.

SECTION 25.2 NO LOCKOUT

The Employer agrees that neither it, its officers, agents or representative, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members have violated section 25.1 of this Article.

ARTICLE 26 SUBSTANCE FREE WORKPLACE POLICY

Section 26.1

Orange Township's Substance Free Workplace Program, as adopted in 2007, applies to the bargaining unit members. The Policy is described in Addendum B.

Section 26.2

The members of the bargaining unit who are subject to the Department of Transportation Policy that applies to CDL holders would fall under the jurisdiction of that policy as it applies to certain situations established by law. In circumstances where members do not fall under the jurisdiction of the Department of Transportation policy, the standard for determining whether or not the member is under the influence of alcohol shall be 0.08% BAC.

ARTICLE 27 TRAINING

Section 27.1

Employees may request reimbursement of course fees for Job Related Training Courses taken with the approval of the Department Head or Supervisor.

Section 27.2

Course fees may be reimbursed for a maximum of \$500.00 (Five Hundred Dollars) per course, with a maximum of three courses per year.

Section 27.3

An employee must submit a course description to the Department Head or supervisor for approval as "Job Related". Any disagreement regarding 'job relatedness' shall be submitted to the Township Trustees for final determination.

Section 27.4

Upon successful completion of the course, defined as receipt of a certificate of completion, or receipt of a "Pass/Fail" grade, or receipt of a final grade of 2.0, the employee may submit a request for reimbursement of the course fees paid for the course.

ARTICLE 28
DURATION

SECTION 28.1

The undersigned representatives of the Board of Township Trustees of Orange Township, Delaware County, Ohio and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, AFSCME, Local 3238, Sub-local #2, do hereby agree to all terms of this agreement.

SECTION 28.2

This Agreement shall be in effect from January 1, 2015 through midnight, December 31, 2017.

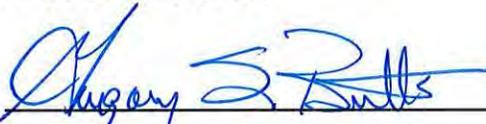
SECTION 28.3

If either party desires to modify or amend this Agreement, it shall give notice of such intent in writing no later than (90) ninety days and no sooner than (120) one hundred and twenty days prior to the expiration date of this agreement.

SECTION 28.4

Upon receipt of the notice the parties shall commence negotiations within two (2) calendar weeks.

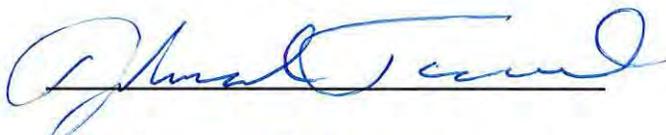
FOR THE UNION:





Date: 7/23/14

FOR THE EMPLOYER:





Date: 7-23-14

ADDENDUM A

Orange Township Policy: ***Return to Work Program***

Effective Date: January, 2007

Statement of Purpose

To define the intent and process to implement the Return to Work program at Orange Township.

Distribution and Applicability:

The Return to Work Program applies to all employees and divisions of Orange Township. The Administrator will oversee the program. The Return to Work Program will apply to all full time employees of Orange Township and not to elected officials. The Return to Work Program applies to those employees who have sustained work related impairments. Employees who have sustained non-work related impairments may be considered for the program based on medical condition and work availability. Orange Township will comply with current contractual relationships with union employees.

Definitions:

Transitional Work: a type of accommodated work for employees who can benefit from task progression assignments in order for them to resume their full range of job duties.

Alternative work: a type of accommodated work for employees whose limitations do not allow for or require task progression assignments but rather modified duties for a specific period of time. Light duty is a form of alternative work. Jobs other than the original job of the injured worker can be used as alternative work

Lost time claim: An allowed workers' compensation claim that results in the employee away from work for eight (8) or more calendar days.

Mission

The goal of the Return to Work program is to assist in the safe progression of the individual worker to full duty. The mission of the Return to Work Program is to make every reasonable effort to provide and encourage appropriate, coordinated work assignments and accommodations for an employee who is unable to perform their normal job duties. The program will provide a consistent approach to the accommodation and employability of all staff, while reducing the costs associated with injuries, illnesses or other medical conditions.

Both transitional work and alternative work are not occupational goals, but rather interim steps in the job retention and return to work processes for appropriate employees.

Confidentiality

All information discussed by the RTW Committee/Team regarding the specific injured worker will be held confidential to the extent permitted by law and not disclosed to anyone other than those with a legitimate need to know.

Policy

I. Responsibilities and Functions of the Return to Work Committee

It is the intention of the Return to Work Program (RTW) Committee to ensure that admission to the Return to Work Program is operated in an equitable manner for all employees who have impairments that impact their job performance.

The team's functions will be two-fold with an administrative and clinical focus. The team players will vary based upon the focus of the team meetings. The Administrator, who serves as the Program Manager, is responsible for serving as the chair of all administrative meetings and for ensuring that the minutes of each meeting are recorded. The Board of Trustees is ultimately responsible to ensure implementation of the Return to Work program.

The RTW Committee makes decisions and initiates action based on the consensus of its membership. Specific functions of the Return to Work Committee include:

- a.) Reviewing and evaluating program operations/procedures and providing revisions to policies and procedures as required. (administrative)
- b.) Reviewing and analyzing program evaluation data in order to evaluate the effectiveness of the Return to Work Program. (administrative)
- c.) Overseeing and facilitating the resolution of work impairment issues among injured/ill employees. (clinical)
- d.) Actively participating in the process of identifying realistic and practical Return to Work assignments. (clinical)

The TWP Committee (administrative) conducts meetings on an as needed basis, at a minimum of two meetings per year. These meetings may be part of the Safety Committee. The Return to Work Program (RTW) Committee (administrative) consists of seven (7) core group committee members. Three (3) core committee members must be present to establish a quorum. No formal voting procedures are employed. Committee members are responsible for attending regularly scheduled and special meetings. If a committee member cannot attend a meeting for any reason, it may be requested that member to identify an alternate to attend the meeting. Any member of the committee may request meetings as the need occurs by contacting the program manager and indicating the reason for the meeting. The administrative team will consist of the Administrator, employee representation or union if appropriate, supervisor and/or Chief of Fire (or designee). Adjunct members to the administrative committee include MCO/TPA, OhioHealth (WorkRehab) and/or Board of Trustee representation.

The clinical team will focus on injured employee specific issues as it relates to the employee's job and will not compromise medical confidentiality unless approved by the employee. The clinical team will include the injured employee, the employee's supervisor, employee representation/union for the union employees, and the Administrator. Adjunct members to the clinical team may include the injured workers physical/occupational therapist (OhioHealth -WorkRehab), physician, MCO or TPA.

II. Program Operations

A. Program Eligibility Criteria

Employees who are temporarily restricted from performing their full job duties will be evaluated for participation in the RTW program by the physician of record, management, and/or the MCO. The Return to Work Program consists of two types of job accommodation programs: the Transitional Work (TW) and the Alternative Work (ALW).

1. Eligibility guidelines for Transitional Work:

- Physician's order or documentation of temporary restrictions.
- The nature of the employee's impairment is such that it hinders the performance of their full job duties or may result in lost time.
- When a period of task progression, rather than keeping the employee off work, is viewed as essential for tissue healing and appropriate keeping the employee at work or returning them to work in a timely manner.
- The type of impairment is such that the condition may become chronic without early intervention and participation in the Return to Work program.
- There is an expectation that the employee will be able to transition to their full duty job with or without reasonable accommodation within 12 weeks.
- Full time employment.

Example of a Transitional Work:

Employee has a diagnosis of a sprained knee. The attending physician puts a 10 lb. lifting restriction on her and wants her to begin working in a sedentary position. The physician believes the employee may progress as tolerated and gives an estimated return to full duty date of 4 weeks in the future. The Therapist or Supervisor will then develop a progression schedule with the employee and supervisor outlining the tasks to be performed each day over the next four weeks. The employee would start out performing tasks that were less than 10 lbs. and spending the majority of the day sitting. The goal is for the employee to gradually, safely assume more parts of their regular job over time or increase their actual time performing regular duties until they have transitioned back to their normal, full-time job duties.

2. Eligibility Guidelines for Alternative Work:

- Physician's order or documentation of temporary restrictions.
- The nature of the employee's impairment is such that it hinders the performance of their full job duties or may result in lost time.
- The type of impairment is such that the condition may become chronic without early intervention and participation in the Return to Work program.
- The original job requires full duty or the impairment or condition does not allow the employee to work in their same job with task progression, therefore the use of alternative work is more appropriate for the employee.

- There is an expectation that the employee will be able to return to full duty with or without reasonable accommodation within 12 weeks.
- Full time employment.

Example of an Alternative Work:

Employee has torn the Anterior Cruciate Ligament in her knee, they cannot get in for surgery for a month and the doctor does not want her lifting until after she has had recovered from surgery. The physician believes she can do all the other parts of her job other than lifting. Thus, the employee cannot progress and transition back to full duty until she returns from surgery. She would be accommodated by her department and not made to lift during the next month.

3. Time Parameters of the Return to Work Program

There is an expectation that the employee will be able to transition to their full duty job with or without reasonable accommodation within 12 weeks.

4. Criteria for program continuation and/or extension may include the following:

- a. Due to an aggravation of the employee's impairment, the worker's involvement in the program was temporarily disrupted, limited or modified during the approved time for Return to Work.
- b. The employee is making a good faith effort toward returning to full duty by following the Return to Work plan, obtaining prescribed medical treatment and following the recommendations made by the physician and/or therapist, however needs more time to return to full function.
- c. Consideration made to the reasonable extent to which the employee can be accommodated on their original job.
- d. Upon request or authorization of the physician of record. It is expected the physician of record can provide a reasonable estimated date to return to full duty.
- e. An extension is defined as an additional 14 calendar days or two (2) weeks. The Return to Work (clinical) Committee may grant up to two (2) program extensions.
- f. Should additional time be requested, then the Administrative Committee will decide and may consult the Board of Trustees to resolve the request for continuation.

5. Ineligibility/Discharge Criteria:

- Employee on permanent restrictions
- Employee non-compliance with program
- Employer could not accommodate physician recommendations
- Medical instability
- Employee requests not to participate

Non-compliance may include absence without physician excuse, exceeding work task progression schedule or not complying with other Orange Township policies.

6. Eligibility, duration and continuation of the injured employee's participation in the Return to Work Program are subject to review by the Return to Work Team. If the clinical team cannot reach a consen-

sus, then the administrative team may convene to analyze and resolve the situation. The Board of Trustees has ultimate authority to resolve any appeal. Employees participating in the Return to Work Program will receive their full base rate of pay for hours worked in the program which may include salary continuation. For union employees, Orange Township will follow the appropriate current union contract.

B. Referral Process and Procedures for the Return to Work Program:

(See attachment for Return to Work Referral and Assignment flow chart)

1. All employees referred to the program will be evaluated for appropriateness by the Administrator and/or the MCO. Appropriate referral sources for the program include but are not limited to supervisor, physician of record, Occupational/Physical Therapist, MCO/case manager, union representative, or employee.
2. The Administrator, Chief of Fire, Supervisors or other management representatives may refer any employee if:
 - The employee has been off work for more than two scheduled shifts for fire department employees or three workdays for non-fire department employees.
 - They are in receipt of a doctor's note detailing restrictions, which may impede the employee's ability to perform their full job duties
 - They believe the employee may benefit from participation in the program in order to prevent lost time.
3. The Employee can refer themselves to the program by going to their respective supervisor, officer or union representative.
4. If the employee is not viewed as an appropriate candidate for the TWP, the Administrator, will confer with the MCO and/or physician. The Administrator, will notify the employee's respective supervisor, who will discuss with employee. A team conference may be held to discuss the risks and consequences of participation or non-participation.
5. The employer is encouraged to contact WorkRehab during the first case to support program implementation.

C. Making Return to Work Assignments:

The respective supervisor will adhere to the following criteria in assigning the employee to suitable work within the limitations established by the physician or the therapist using the following hierarchy:

1. All Transitional Work assignments will be based on employee safety, including injured employee, co-workers, consumer safety and/or operational needs.
2. Orange Township may offer a forty (40) hour work week position and that position will not be counted as minimum staffing.
3. Return the employee to his or her original job and shift with modifications and accommodation.
4. Return the employee to his or her original job on a limited basis and assign alternative work duties within the employee's capacities.
5. Return the employee to alternate work, which may or may not be considered "regular work" that is within the scope of the employee's specified capacities.

- a. This approach could involve:
 1. A transfer to another job which he/she may be able to perform without restrictions, or
 2. A transfer to another job which he/she may be able to perform with accommodations or modifications, or
 3. Assignment of "non-traditional" work duties that is compatible with the employee's restrictions.

D. Procedures related to the Responsibilities of Return to Work Program Personnel and Participants

External Team Players

Responsibilities of the MCO include:

1. Reviewing all lost time claims to determine the employee's appropriateness for participation in the TWP (i.e., case identification).
2. Initiating the case management process by establishing and maintaining communication with key program participants, including the injured employee, supervisor/management, physician, or therapist.
3. Facilitate approval from the physician for the employee's participation in the Return to Work Program.
4. Support management in managing the daily operations of the Return to Work program including processing referrals, scheduling evaluations and staffing, coordinating clinical services, and communicating with appropriate individuals regarding the employee's program.
5. Maintaining a case file on all participants containing the employee's Return to Work plan, job analysis information, functional capacity evaluation, therapy progress notes, case notes, and other necessary information.
6. Provides reporting of program effectiveness to Orange Township.
7. Refers to TPA ineligible cases or employees who do not plan to return to work.

Responsibilities of the TPA:

1. Ensures employer taking appropriate action to protect themselves from future Workers' Compensation liability.
2. Advise employer of financial risk if injured worker does not return to work.

Responsibilities of the BWC:

BWC staff members who are participating in a transitional work program will be responsible for the following:

1. Designating important contact persons for risk management and injury management.
2. Educating the employer in workers' compensation strategies to reduce claims, reduce the severity of their claims and control premium costs;
3. Determining the allowance of the initial claim, processing claims and making referrals to the Industrial Commission;
4. Staffing the claim after the worker has received 45 days of Remain at Work services to assure appropriateness of case direction;
5. Verifying the MCO's initial identification of an injured worker's eligibility for vocational rehabilitation services in a lost-time claim;
6. Determining and issuing workers' compensation payments, such as living maintenance, temporary total compensation and living maintenance wage loss;

7. Reviewing the appropriateness of rehabilitation services and making recommendations to the MCO (role of BWC's disability management coordinator);
8. Staffing claims with the MCO and other parties, as needed, 30 days after the injured worker's optimal return-to-work date;
9. Providing a safety and hygiene program to educate the employer on injury prevention and creation of a safe work environment.

Guidelines of the Physician (WorkHealth or physician of record):

1. Provide reasonable access to prompt medical evaluation.
2. Provide appropriate medical treatment plans according to the medical condition and the essential functions of the job.
3. Provide employer with clear guidelines for safe and effective modified or accommodated work.
4. Participate in RTW Committee clinical team meetings as appropriate.
5. Provide ongoing communication regarding medical treatment and return to work full duty status.

Responsibilities of the Work Site Rehabilitation Therapist (OhioHealth Rehab):

The work site therapist is responsible for the clinical supervision of the employee during the Return to Work program. The therapist provides the supervisor with the clinical support needed at the work site to make accommodations in the least disruptive manner possible, however may not be involved with each case.

1. Performs on-site functional capacity evaluations and job analyses. Provides written copies of evaluations and progress reports to the MCO/case manager, physician, and other parties as appropriate.
2. In collaboration with the physician, uses job analyses and functional capacity information to develop a Transitional Work plan or alternative work plan that specifies the expected duration of the program, recommended accommodations, task progression plan and an estimated return to full duty date.
3. Collaborate with the appropriate work supervisor in recommending and implementing job accommodations or other work task modifications during the employee's Return to Work program.
4. Recommends ergonomic modifications or the use of adaptive equipment when necessary.
5. Provides consultation to the employee's supervisor to ensure safe work practices that are compatible with the employee's functional capacities.
6. Participates in case staffing as required to discuss the employee's progress and Return to Work plan.

Responsibilities of the Case Manager:

The vocational case manager participating in the transitional work program will be responsible for the following:

1. Writing vocational rehabilitation plans to be submitted to BWC for services approval;
2. Establishing communication among key program participants, including the injured worker, the coordinator, the physician, the supervisor, MCO, BWC and the union representative.
3. Assisting in obtaining prescriptions and restrictions/limitations from the physician;
4. Meeting with the injured worker to explain program activities and to help identify work tasks;
5. Monitoring the injured worker's progress and providing details of program outcomes to the employer and the physician of record;
6. Coordinating the worker's discharge from the transitional work program;
7. Providing follow-up on the injured worker's adjustment to his/her original job or a nontraditional job and coordinating additional assignments on as needed.

Internal Team Players

Responsibilities of Administrator:

1. Schedule and facilitate Return to Work Committee Meetings.
2. Manage the daily operations of the Return to Work program including processing referrals, scheduling evaluations and staffing, coordinating clinical services, and communicating with appropriate individuals regarding the employee's program.
3. Monitoring the progress of all program participants and conducting case staff meetings with the work site therapist, work supervisor, and other individuals as required.
4. Develop and facilitate the signing of the Return to Work Agreement by all involved parties.
5. Maintaining a case file on all participants containing the employee's Return to Work plan, job analysis information, functional capacity evaluation, therapy progress notes, case notes, prescriptions and other necessary information. This file will be maintained separate from the employee's personnel file.
6. Submitting program evaluation reports on a policy established basis to the appropriate administrative units and Return to Work Program Committee members. These reports may contain a summary of all aspects of the program's operations including number of employees accepted into the program, length of participation in Return to Work and alternative work, return to work status (program outcome), and other necessary information as required by the Return to Work Program Committee and management.
7. Assisting in the determination of the compensability of work related claims.
8. Assisting in making appropriate referrals for case management services aimed at facilitating the employee's participation in the Return to Work program.
9. Overseeing issues related to claims management associated with participation or non-participation in the Return to Work program.
10. Provide education to employees and management team regarding Ohio Workers' Compensation rules and regulations, and regarding the Return to Work Program and other benefits' related policy and procedures.
11. Supports and cooperates with the goals and objectives of the Return to Work Program as specified in the policy and procedure manual.
12. Promptly notify the key management and union representation of any problems regarding the operations of the Return to Work Program.
13. Assisting in the obtaining of data related to the Return to Work Program, such as man-hours, payroll data, benefit cost.

Responsibilities of the Workers' Supervisor or Officer:

1. Facilitates immediate medical treatment when necessary.
2. Makes a timely notification to management of any employee that may benefit from participation in the Return to Work Program.
3. Supports and cooperates with the goals and objectives of the Return to Work Program as specified in the policy and procedure.
4. Collaborates with the therapist and employee in the development of the employee's transitional or alternative work plan.
5. Identifies reasonable job accommodations and modifications that are compatible with the functional capacities of the employee.
6. Complies with the clinical recommendations of the physician and work site therapist regarding the employee's functional limitations and abilities.

7. Monitors the employee's progress during the Return to Work program and promptly notifies management of any concerns.
8. Communicates the goals and objectives of the Return to Work program to all department employees in order to ensure cooperation with the program.
9. Signs the Return to Work Agreement and individualized Return to Work plan.

Responsibilities of the Employee:

1. Maintaining regular attendance in the program as outlined in their individualized plan.
2. Complying with the clinical instructions and recommendations of the therapist and physician while maintaining safe work practices.
3. Promptly notifying their work supervisor and therapist of any changes in their condition or modifications in their Return to Work plan.
4. Signs and complies with the Return to Work Agreement and individualized Return to Work plan.
5. Comply with all Orange Township policies and current union contract.

Responsibilities of Co-workers:

1. Cooperating with the objectives of the Return to Work Program by complying with reasonable, temporary job accommodations and other work task modifications associated with a fellow employee's Return to Work plan.
2. Reporting any concerns or suggestions about the program to the work supervisor in writing.

Responsibilities of the Union:

1. Makes a timely notification to the supervisor any employee that may benefit from participation in the Return to Work Program.
2. Supports and cooperates with the goals and objectives of the Return to Work Program as specified in the policy and procedure.
3. Collaborates with the therapist and employee in the development of the employee's transitional or alternative work plan.
4. Identifies reasonable job accommodations and modifications that are compatible with the functional capacities of the employee.

E. Discipline Issues

All Orange Township policies that include discipline issues and/or relate to discipline/corrective action continue to apply to all participants in the Return to Work Program. If a participant is not working in their primary job or department, he or she must continue to comply with the township policies as well as the specific policies and procedures of the work unit within the area they are working. If any team or committee member believes the employee is not compliant with any rules or policies, they are to communicate this to management. The appropriate managing authority, and/or the Administrator, will decide what, if any, corrective action will be taken. The Board of Trustees will be consulted as necessary.

F. Procedures for Evaluating the Outcomes of the Program

Data will be collected on an annual basis by management, BWC and/or the MCO/TPA and presented at the Committee meetings. The transitional work developer (WorkRehab) will follow up bi-annually for the first year of implementation to support evaluating effectiveness.

Data measured may include:

- Number of participants
- Number of participants and their respective outcomes
- Average number of lost time days
- Average number of accommodated or Transitional Work days used
- Medical costs
- Reductions in reserves
- Frequency and duration (severity) of lost time claims
- Employee and supervisor satisfaction with program

G. Role of the Return to Work Program Committee in Evaluating Reasonable Accommodations

The Return to Work Program Committee may evaluate issues regarding reasonable accommodations and implement job accommodations for those employees who have permanent limitations and are not able to return to full-duty status following their Return to Work program. The following guidelines can be used to evaluate reasonable job accommodations:

1. Documentation is required to establish that the worker is unable to perform the essential functions of his/her original job. The purpose of his/her information is to clearly establish the extent and permanency of the employee's limitations as they relate to the essential functions of the job.

This documentation may include:

- a. Job analysis data that quantifies the functional demands of the job
 - b. Functional capacity information prepared by the therapist involved in supervising the employee's Return to Work program
 - c. Information from the employee's attending physician or company physician
 - d. Information provided by the employee's work supervisor
 - e. Other pertinent information.
2. The Return to Work Committee will review this information in order to ascertain the precise job-related limitations imposed by the employee's condition.
 3. In consultation with the individual employee who requires the accommodation and other appropriate management, the Return to Work Program will attempt to identify potential reasonable job accommodations and assess the effectiveness that these accommodations would have in allowing the individual to perform the essential functions of the job. The Committee may elect to consult with engineering staff and rehabilitation or ergonomic specialists for assistance in this process,
 4. The Return to Work Program Team will oversee the selection and implementation of the accommodation that is most appropriate for both the employee and the employer.
 5. If a worker cannot be reasonably accommodated, the program manager, under the direction of the Return to Work Committee, will prepare a summary report detailing the specific essential functions that the worker is unable to perform and provide a rationale for the determination that reasonable accommodations were not achievable.

6. The Return to Work Program Team will make every effort to refer those workers who cannot return to work with reasonable accommodations for other rehabilitation or community based services as deemed appropriate.
7. When a request for a permanent accommodation is made, the Return to Work Committee will review the request within two (2) weeks.

ADDENDUM B

Orange Township Substance Free Workplace Policy is On File at the Orange Township Hall Offices