STATE EMPLOYMENT
RELATIONS BOARD

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HOWLAND TOWNSHIP ROAD DEPARTMENT
EMPLOYEES ASSOCIATION

AND

HOWLAND TOWNSHIP TRUSTEES
TERM OF AGREEMENT

JULY 1, 2014 TO JUNE 30, 2017

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HOWLAND TOWNSHIP ROAD DEPARTMENT

COLLECTIVE BARGAINING AGREEMENT

PREAMBLE: This is a collective bargaining agreement between Howland Township, Trumbull County, Ohio (hereinafter referred to as Township), and Howland Township Road Department Employees Association (hereinafter referred to as Union). By executing this agreement, it is the intent and purpose of the parties to promote harmonious relations between them, establish fair and reasonable procedures for the disposition of grievances and set forth their agreement with respect to wages, hours, and other terms and conditions of employment.

ARTICLE 1 - RECOGNITION:

The Township recognizes the Union as the sole and exclusive collective bargaining agent for the members of the bargaining unit of the Union with respect to wages, hours, and other terms and conditions of employment. The bargaining unit of the Union consists of all full-time employees of the Howland Township Public Works Department except the Public Works Department Director, Public Works Department Foreman and probationary employees. Temporary employees hired as "summer help" are not full-time employees for bargaining unit determination. Any reference in this agreement to "employee" or "employees" shall be construed as referring to a "member" or "members of the bargaining unit.

ARTICLE 2 - UNION MEMBERSHIP MEETING AND SECURITY:

A. Employees of the Howland Township Public Works Department have the right to join, or not to join the Union and neither the Township nor the Union shall discriminate against an employee for exercising such rights. The Union acknowledges that it is required to represent all employees fairly and equally with respect to all matters covered by the Agreement.

B. The Union has the right to select representatives from the bargaining unit to serve as officers, business agents and members of committees, and such representatives are authorized by the Union and recognized by the Township to represent the Union in matters covered by this Agreement. The names of such representatives will be given to the Township in writing.

C. The Township agrees that the appropriate Union representatives shall be granted reasonable time during duty hours to conduct Union business involving grievances, disciplinary action, negotiations, arbitration and meetings with the Township. Such activities hall be conducted so as not to unreasonably interrupt the usual services and duties of the employees.

ARTICLE 3 - UNION AND TOWNSHIP MEETINGS:

A. The Township agrees to give the Union notice and the opportunity to discuss and provide input with respect to any additions or amendments to the Township policy manual, Road Department Rules and Regulations or standard operating procedures. However, the Township, either through the Trustees, Administrator, or the Public Works Department Director, has the sole and exclusive right to make such additions or amendments. The parties agree that the application of such additions or amendments is subject to the grievance procedure.

B. The parties agree that each shall have a maximum of five (5) representatives at meetings scheduled for union-management business except that a meeting for discussion of additions or amendments to Road Department Rules and Regulations or standard operating procedures shall be limited to the Public Works Department Director the Union President, or his designee.

ARTICLE 4 - DISCIPLINARY ACTION:

A. Disciplinary action taken against an employee by the Township, including suspension and discharge, is subject to the grievance procedure.

B. The Union has the right to represent an employee in any disciplinary proceeding.

C. Notwithstanding the provisions of this Article or the grievance procedure, an employee subjected to disciplinary action shall have access to all other legal rights available to him or her under federal or state law.

D. The Union representative will be notified of any written disciplinary action taken against an employee and the reason(s) for such discipline. A copy of the written disciplinary action will be given to the Union official at the time the employee receives the discipline.

ARTICLE 5 - GRIEVANCE PROCEDURE:

A grievance is a dispute or difference between the Township and/or an employee and/or the Union concerning the interpretation and/or application and/or compliance with any provisions of this Agreement, the Township policy manual, the Road Department Rules and Regulations, the Public Works Department standard operating procedures, or disciplinary action. An employee and his supervisor will make a reasonable effort to resolve potential grievances by informal discussion; and such discussion shall not be considered a condition precedent to disciplinary action by the Township or the filing of a grievance by the employee. In the event that the employee desires to file a grievance, the following procedure shall be followed:

Step 1: Within seven (7) days of the occurrence of the event upon which the grievance is grounded, the aggrieved employee (and the Union, if requested by the employee) shall present the grievance setting forth the alleged facts involved, in writing to the Public Works Department Director (or the acting Director in the absence of the) who shall answer the grievance in writing within seven (7) days of receiving it.

Step 2: If the grievance is not adjusted in Step One, the employee (and the Union, if requested by the Employee) may appeal the grievance to the Township Trustees and/or the Administrator in writing within fourteen (14) days of receipt in writing of the answer of the Public Works Director (or acting Public Works Department) under Step One. The Township Trustees and/or the Administrator shall conduct a hearing on the grievance and answer it in writing within thirty (30) days of receiving it.

Step 3: If the decision of the Board of Trustees and/or the Administrator is not acceptable to the aggrieved employee, the Union shall notify the Board of Trustees of its decision to seek arbitration, which shall be binding upon the parties; such notice to be given in writing within ten (10) days of the employee's receipt of the Trustees' decision. Within fifteen (15) days following such notification the parties shall initiate the procedure with the American Arbitration Association or other mutually agreed upon third party for the selection of an arbitrator and the conduct of an arbitration according to its rules. Any question of arbitrability shall be determined by the arbitrator. Costs of the arbitration will be borne equally by the parties to the arbitration, except that each party shall be solely responsible to pay the expenses of its witnesses or the cost of the transcript if it appeals the arbitration decision to a Court.

The union shall have the opportunity to be present at the adjustment of a grievance and the right to intervene if the adjustment is not consistent with the terms of the Agreement.

At any step of the grievance procedure, either party to this Agreement shall be permitted to call witnesses, to present material and relevant evidence and to be represented by legal counsel.

The time limits set forth in this grievance procedure shall be binding upon either party unless extended by mutual agreement in writing.

ARTICLE 6 - MANAGEMENT RIGHTS:

Pursuant to the provision of O.R.C. 4117.08(C), the Township reserves the following rights:

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 public employer, standards of services, its overall budget, utilization of technology and organizational structure.

B. Direct, supervise, evaluate or hire employees.

C. Maintain and improve the efficiency and effectiveness of governmental operations.

D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.

E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees.

F. Determine the adequacy of the work force.

G. Determine the overall mission of the employer as a unit of government.

H. Effectively manage the work force.

I. Take action to carry out the mission of the public employer as a governmental unit.

ARTICLE 7 - SENIORITY:

A. Seniority of an employee shall be determined and computed from the date of his or her last hiring date by the Township.

B. Seniority shall prevail for purposes of vacation, lay off, call back from lay off and job bidding.

C. In the event the Township finds it necessary to lay off employees due to lack of funds, lack of work or other reasons related to the proper management and provision of Township services, employees shall be laid off in the following order:

1. Temporary employees hired as summer help.
2. Part time employees.
3. Probationary, full-time employees.
4. Full-time employees who have completed their probationary period. Seniority shall prevail for the lay off of full-time probationary employees. If there are two (2) or more such employees with equal seniority, then they shall be listed alphabetically by surname and the last name or names on the list shall be the first laid off.

D. All full-time, non-probationary employees shall be given a minimum of seven (7) calendar days advance written notice of a lay off, indicating the cause for lay off, and a copy of such notice shall also be delivered to the Union.

E. In the event an employee is laid off, he may request payment for earned but unused vacation.

F. If the Township re-establishes a position or fills a vacancy in a position in the Public Works Department within two (2) years of an abolishment of a position or lay offs,

the oldest employee or employees on the basis of seniority only shall be the first recalled to the position or positions with full seniority rights to the date of their last hiring by the Township.

G. Lay offs shall be either temporary or indefinite. A temporary lay off is a lay off for a specific period of time of thirty (30) calendar days or less. Any other lay off is indefinite. If an employee is on indefinite lay off, he must report to be scheduled for work within five (5) days of receiving notice of recall either by written, personal or telephone communication; and must report for work within five (5) days of being notified of his work schedule by written, personal, or telephone communication.

H. The probationary period provided for in Article 10 does not apply to recall as provided in this Article.

I. An employee shall lose his seniority relative to all other employees of the Public Works Department at the time if he is absent for five (5) or more consecutive work days without an authorized leave such as sick leave, vacation leave, death leave, personal leave or leave of absence.

ARTICLE 8 - RESIDENCY:

A. An employee of the Public Works Department (excepting a probationary employee) on the effective day of this Agreement must reside within the geographical limits of Trumbull County, Ohio or any adjacent counties and remain as a condition to their continued employment by the Township.

B. All persons hired after April 1,2004 shall be given eighteen (18) months from their date of hire to meet the residency requirements and shall remain a resident as a condition to their continued employment.

ARTICLE 9 - WORK WEEK AND OVERTIME:

A. During the term of the Agreement, the work week for employees shall be a fixed period of one hundred sixty eight (168) hours consisting of seven (7) consecutive twenty four (24) hour periods; and within such work week, the employees shall normally work five (5) days - each day consisting of eight (8) consecutive hours of work within a twenty four (24) hour period.

A work day shall be defined 6:50 A.M. to 2:50 P.M that includes a thirty (30) minute lunch from 11:30 a.m. to 12 noon, unless rescheduled by supervisor.

B. An employee shall be paid cash at the rate of time and one-half for all hours worked in excess of forty (40) hours during a work week; and holidays, sick leave, compensatory time off and/or vacation leave shall be counted as "hours worked" for this purpose.

C. An employee shall be paid cash at the rate of time and one-half for all hours worked on a holiday in addition to his holiday pay.

1. An employee shall be paid cash at the rate of double-time for all hours worked on Christmas Day, Thanksgiving Day, and New Years Day in addition to his holiday pay.
2. An employee shall be paid cash at the rate of double time for all over-time hours worked on the chipper.

D. The Township will attempt to distribute overtime hours equitably among qualified employees.

E. Overtime hours shall be compensated at employees hourly rate plus longevity hourly rate times one and one-half (1.5).

ARTICLE 10 - PROBATIONARY PERIOD:

A person newly hired for employment in the Public Works Department shall serve a probationary period of one year (1) during which time he serves at the pleasure of the Township. He may be terminated at any time during his probationary period and have no appeal rights.

ARTICLE 11 - CONFLICT WITH LAW:

If any provision, condition, or term of this Agreement is in conflict at any time with any federal or Ohio statutes or regulations, or any federal Ohio court decision, the particular provision, condition or term of this Agreement shall be null and void to the extent that a conflict exists, and both parties are relieved of compliance or performance to such extent. However, the remaining provisions, conditions, or terms of this Agreement shall remain in full force and effect. The parties shall mutually agree to review the conflicting provision, condition, or term to determine if the conflict can be resolved to the mutual satisfaction of the parties.

ARTICLE 12 - SEVERANCE PAY:

A. After ***ten (10)*** years of continuous service with the Township, and upon retirement from Township employment for any reason, or upon approved disability retirement, an employee will receive a cash payment for all accrued vacation time and a cash payment of $6.00 per hour for all accrued sick leave hours.

B. Payment for sick leave on this basis shall eliminate all accrued sick leave.

ARTICLE 13 - SICK LEAVE:

During the term of this Agreement, the Township shall maintain the following levels of sick leave benefits:

A. Each employee except for a probationary employee shall be entitled to sick leave of four and six-tenths (4.6) hours with pay for each eighty (80) hours of scheduled work.

For purposes of this Section, regular duty time, vacation, holidays and compensatory time off shall be considered hours scheduled for sick leave accrual calculations.
probationary employees shall accrue sick leave at three (3.0) hours for every eighty (80) hours of work for the first year of employment. After the completion of the one (1) year probationary period, such employees shall accrue sick leave at four and six-tenths (4.6) hours for each eighty (80) hours of work. The respective increase in sick leave hours shall be effective upon the employee's anniversary date of hire.

ARTICLE 14 - LEAVE FOR DEATH IN FAMILY:

A. If an employee is on duty when notified of the death of an immediate family member as defined herein, he may immediately leave his duty assignment but will be charged sick leave for the actual number of hours remaining in his duty day; but the sick leave charged to the employee shall not affect his eligibility for an incentive day off under Article 15. His death leave shall begin the next day.

B. If an employee is notified of the death of an immediate family member on a scheduled duty day prior to reporting for duty, he may elect to take sick leave for that day and begin his death leave the next day or begin his death leave on such day of notification. His election of sick leave will not disqualify him for an incentive day off under Article 15.

C. If an employee is notified of the death of an immediate family member on a day off of duty, his death leave shall begin the next day.

D. When a death occurs in the immediate family (defined as parent, spouse, brother, sister, child, step-child, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, or sister-in-law), the employee shall be granted five (5) days off with pay (not to be deducted from sick leave). If extenuating circumstances prevail, more time, at the discretion of the Public Works Director, may be granted said employee and deducted from the employee's accumulated sick leave.

E. An employee shall be granted three (3) days off with pay (not to be deducted from sick leave) in the event of the death of the following: step-parent, half-brother/sister, aunts, uncles, spouses' grandparents, aunts and uncles.

F. The employee shall submit a copy of the obituary or other appropriate proof to be entitled to this leave.

ARTICLE 15 - INCENTIVE DAY OFF:

In the event that an employee has reported and worked every scheduled duty day and does not use sick leave, Workers Compensation, or a leave-of-absence, he or she shall be entitled to a bonus of One Hundred Twenty-Five Dollars ($125.00), payable quarterly:

First Quarter - January to March	April 1st
Second Quarter - April to June	July 1st
Third Quarter - July to September	October 1st
Fourth Quarter - October to December	January 1st

NOTE: Unless there is a problem with the payroll system.

Personal time off due to jury duty, vacation leave, compensatory time off, and leave for death in family will not disqualify the employee for an incentive day off. Absences due to sick leave, Workmen's Compensation or leaves of absence shall disqualify the employee for such incentive day off with pay.

April 1st, every year of the contract, employees will receive a cash payment of $200.00 in lieu of a personal day off.

Each employee shall be entitled to one (1) personal day off with pay per calendar year. Personal day must be requested in advance and require the approval of the Public Works Director or his designee. Such approval will not be unreasonably withheld.

ARTICLE 16 - CALL OUT POLICY:

A. The call out procedure will necessitate the call out of two (2) employees, except when a member of management is present for such call out duty there shall be one (1) bargaining unit employee who shall be paid four (4) hours call out pay.

B. Two (2) or more employees shall be paid two (2) hours each if the job call out duty is less than one (1) hour duration. Two (2) or more employees shall be paid four (4) hours each if the job call out duty is over one (1) hour duration.

C. Call out pay begins when the employee is notified by the proper authority and the employee's time card must be stamped upon arrival at and departure from the Township garage.

D. An employee shall be paid for actual time on duty in excess of the four (4) hour or two (2) hour minimum set forth above depending on the reason for the call out.

E. The minimum call out time, together with actual time on duty, if any, shall be used for the purpose of determining overtime under Sub-paragraph B, of Article 9.

ARTICLE 17 - JOB BIDDING:

A. When a job opening occurs within the bargaining unit, the Township shall post notice of such job opening on the Public Works Department bulletin board for seven (7) consecutive calendar days. The notice shall contain the job classification, rate of pay, job description and date of posting. An employee who wishes to be considered for the job opening must file a written application with the Public Works Department Director by the end of the posting period.

B. All applications which are timely filed shall be reviewed by the Township and the job will be awarded within thirty (30) days. The job will be awarded on the basis of seniority to the employee who in the judgment of the Township possesses the reasonable qualifications for the job.

C. An employee who is awarded a job under the bidding procedure will be given a reasonable period of time, but not more than thirty (30) calendar days, to prove that he is qualified to perform such a job on a permanent basis and if he cannot prove his qualifications within that period of time, he will be returned to his former job. An employee awarded a job under these provisions will be given reasonable help and supervision. He will be considered to have qualified for the new job when he satisfactorily performs the required duties with no more supervision than is required by other qualified employees on the same or similar jobs, and when his record as to the quality and quantity of work performed meets the standards applicable to the job.

D. An employee will not be entitled to the permanent pay rate of the new job classi fication until he is awarded the job as provided in Sub-paragraph C above.

ARTICLE 18 - LIFE AND HEALTH INSURANCE:

Section 1. The Township, at its expense, agrees to provide the following insurance benefits to each qualifying employee during the term of this Agreement:

A. Life insurance policy in the face amount of Twenty-Five Thousand Dollars ($25,000.00).

B. Effective April 1, 2001, life insurance policy in the face amount of Five Thousand Dollars ($5,000.00) for employees who retire under the PERS Pension System.

C. A plan for hospitalization, surgery, major medical, drug, prescriptions and dental care, whether through insurance coverage or a health maintenance program.

Section 2: For health insurance, the Township reserves the right to change the insurance carrier or health maintenance program during the term of this Agreement for economic and/or administrative reasons.

Section 3: The Township is not obligated at its expense to provide life and health insurance benefits for an employee if he is not on "active pay status" or personal leave as set forth in Series 3007.06, 3007.07, 3011 and 3011.01 of the Township Policy Manual.

"Active pay status" as referred to in this Sub-paragraph shall not entitle the employees to benefits under any other Articles and/or provisions of this Agreement.

Section 4: A Health Care Cost Containment Committee will be established to review, evaluate and provide input for the health insurance coverage and the financial costs for such coverage. The Union will be represented by its two (2) directors on such committee.

Section 5: Current benefits as agreed upon by the Health Insurance Committee and Bargaining Unit.

Section 6: Premium Co-Pay

Members of the bargaining unit will pay an amount of twenty-dollars ($20.00) per pay for family coverage and ten-dollars ($10.00) per pay for single coverage from July 1, 2014 through June 30, 2015. The parties agree that Section 3 may be reopened in June 2015.

Members of the bargaining units will not pay higher premiums for health care coverage than any other member of the Howland Township health plan.

Section 7: Employees have the right to purchase additional life insurance at their expense if offered by the insurance carrier.

ARTCLE 19 - HOLIDAYS:

A. The Township recognizes the following days as "legal holidays":

1. The first day in January, known as New Year's Day.
2. The third Monday in January, known as Martin Luther King Day.
3. The third Monday in February, known as Washington-Lincoln Day.
4. The last Monday in May, known as Decoration or Memorial Day.
5. The fourth day of July, known as Independence Day.
6. The first Monday in September, known as Labor Day.
7. The second Monday in October, known as Columbus Day.
8. The eleventh day in November, known as Veteran's Day.
9. The fourth Thursday in November, known as Thanksgiving Day.
10. The day after Thanksgiving Day.
11. The twenty-fifth day of December, known as Christmas Day.

If any day designated as a holiday falls on a Sunday, the next succeeding day is a legal holiday. If the designated holiday falls on a Saturday, the preceding Friday will be the legal holiday.

B. All holidays shall be paid in cash at straight time as additional compensation.

C. An employee scheduled to work on a holiday while on sick leave will receive his/her holiday pay but not his/her sick leave pay.

D. An employee is eligible to receive holiday pay as additional compensation as provided above if:

1. He was a full-time employee of the Township at least (6) months prior to the month in which the holiday occurs.

2. He has worked the last scheduled day before the holiday and the first scheduled day after the holiday unless he has utilized sick leave or vacation leave for such scheduled days.

3. He or she will receive one (1) day of holiday pay at straight time paid in November of each year of the contract.

ARTICLE 20 - VACATIONS:

A. Vacation leave shall be earned and taken as follows:

1. At least one (1) year but less than ***five (5)*** years of continuous service with Howland Township - two (2) weeks of vacation with pay.

2. At least ***five (5)*** years but less than ***ten (10)*** years of continuous service with Howland Township - three (3) weeks of vacation with pay.

3. At least ***ten (10)*** years but less than ***fifteen (15)*** years of continuous service with Howland Township - four (4) weeks of vacation with pay.

4. At least ***fifteen (15)*** years but less than ***twenty (20)*** years of continuous service with Howland Township - five (5) weeks of vacation with pay.

5. At least twenty (20) years ***or more of continuous service with Howland Township - six (6) weeks of vacation with pay***.

B. Vacation time must be used during the calendar year and cannot be carried over to any following year except as provided in Sub-Paragraph D herein.

C. Vacation request sheets will be posted January 1st through January 31st of each calendar year. Vacations will be selected by seniority with employees having fifteen (15) years of service, selecting two (2) weeks and then going down the list by seniority until everyone selects at least one (1) week. Then selection starts back to the top and repeats in the same manner. After January 31st, the requests will be granted on first-come, first-serve basis. The head of the Department will have final say on vacation time in order to

guarantee the maximum efficiency of the Department.

D. Each employee will be entitled at his/her option to carry-over one (1) week of vacation to the following year.

ARTICLE 21 - UNION DUES:

A. The Township Clerk shall deduct the periodic dues, initiation fees, and assessments of members of the Union upon presentation of a written deduction authorization by such members.

B. The Township agrees, as a condition of employment of Public Works Department employees who are in the bargaining unit but are not members of the Union, that such employees shall pay a periodic fair share fee to be determined by the Union, but not to exceed dues paid by members of the Union in the same bargaining unit; such fair share fee payments to be effective with the date of this Agreement. The Township agrees to deduct such fair share fees and pay them to the union pursuant to O.R.C. 4117.09 (C).

C. A billing procedure will be established by the joint efforts of the Township Clerk and the Union. The Township Clerk shall clarify information on the pay stubs of the employees by appropriate symbols or abbreviations to indicate overtime hours paid, vacation time, and the various standard deductions.

ARTICLE 22 - CLOTHING ALLOWANCE:

A. Each employee shall be provided with boots and a raincoat and such equipment will be replaced when needed as a result of ordinary wear and tear.

Each employee shall be provided with reflective spring and winter coats.

B. All full-time employees shall be provided uniforms at no cost to the employee. Employees are required to wear the uniforms provided as a condition of employment.

Each employee shall receive an annual allowance of Six Hundred Seventy-Five Dollars ($675.00) for shoes, boots or miscellaneous clothing.

The allowance shall be paid by separate check on November 1st of each year.

C. Mechanics shall be provided two (2) pairs of leather gloves each calendar year and all other full-time employees shall be provided four (4) pairs of leather gloves, one (1) pair of coveralls and two (2) pairs of cold weather gloves each calendar year.

D. Each employee will be responsible for the protection and maintenance of the gloves, boots, and raincoat furnished hereunder, and replacement or repair of such items due to the employee's negligence shall be at the employee's expense.

ARTICLE 23 - PENSIONS:

A. The Employer shall continue in full force and effect the pension program through the Public Employee Retirement System of Ohio.

B. The Employer agrees to pick-up the employee contribution to the Public Retirement System through the fringe benefit method.

C. Effective July 1, 2014, the Employee's contribution to the Public Retirement System of Ohio of ten percent (10.0%) of the Employee's earned compensation shall be picked up (assumed and paid) on behalf of the Employee and in lieu of payment by the Employee, by the Township. Any amount over ten percent (10.0%) will be deducted from employee's wages. The Township shall, in reporting and making remittance to the Public Employees Retirement System of Ohio, report that each Employee's contribution has been made as provided by statute. For the purposes of computing the Employee's earnings, or basis of his contribution to the Public Employees Retirement System of Ohio, the amount paid by the Township on behalf of the Employee as a portion of his statutory obligation, is intended to be and shall be considered as having been paid by the Employee in fulfillment of his statutory obligation.

ARTICLE 24 - LONGEVITY SUPPLEMENT:

An employee shall be entitled to additional compensation for longevity after five (5) years of continuous service with the Howland Township Public Works Department from the date of his last hiring. Beginning with the sixth year of his continuous service and cumulatively for each year of continuous service thereafter, he shall receive an annual wage supplement of Sixty Dollars ($60.00).

Wage supplements for longevity shall become effective on April 1st of each calendar year.

Employees who attain six (6) years or more of continuous service during the calendar year shall receive the appropriate longevity increase beginning April 1st of that calendar year.

ARTICLE 25 - STRUCTURED WAGE RATE FOR NEW EMPLOYEES:

A. All employees of the bargaining unit hired subsequent to April 1, 1989, shall be paid according to the following table which is based upon the truck driver or mechanic pay rate:

Start:	85% of truck driver or mechanic base rate
Six (6) months:	90% of truck driver or mechanic base rate
Twelve (12) months:	100% of truck driver or mechanic base rate

At the end of the one hundred twenty (120) day probationary period for purposes of this Article only, the Township Management has the discretion to accelerate an employee's pay rate.

ARTICLE 26 - COMPENSATORY TIME:

A. At the discretion of the Public Works Department Director, an employee will have the option of taking compensatory time in lieu of pay. The rate of compensatory time will be equal to the rate of pay the employee would have made at the time he would have earned it.

B. Compensatory time may be accumulated up to a maximum of ***240*** hours.

C. Compensatory time may be taken at any time with the approval of the Superintendent so long as it does not interfere with normal Public Works Department operations as deemed by the Public Works Department Director or his representatives.

D. An employee may sell back forty (40) hours of compensatory time once (1) a year. The employee will complete a form that will be approved by the Public Works Director and Trustee and/or Administrator. The form will be given to the Fiscal Office two weeks prior to the next regular scheduled pay period.

ARTICLE 27 - STATE REQUIRED DRIVING LICENSE:

A. The employees presently employed by the Township shall be required to have the Commercial Driving License required by the State of Ohio by April 1, 1992. All future employees shall be required to have a Commercial Driving License, Class A to retain employment.

B. The Township will reimburse the cost of Commercial Driving License Class A License renewal when such license expires.

ARTICLE 28 - INJURY ON DUTY:

Injured on duty leave (IOD) shall be granted to any employee certified by the Trustees as injured in the course and scope of his or her employment. Certification will not be unreasonably withheld by the Township. If, however, an employee files for TT or is working elsewhere during the time the employee claims to be disabled from his or her job, IOD benefits will immediately stop.

If, after a Bureau determination or the administrative appeals process, whichever stage finalizes the process, it is found by the Bureau, the Industrial Commission or a court that the claim is not related to the employee's Township job, the employee must reimburse the Township for all IOD used by any means available: accumulated time, sick leave, vacation or regular pay deductions. The amount so used must be repaid within a twelve (12) month period.

If the Township does not certify a claim, the employee will be permitted to use his or her sick leave or vacation which shall be reimbursed if, after the Bureau determination or the administrative appeals process, whichever stage finalizes the process, it is found by the Bureau, Industrial Commission or a court that the claim was incurred in the scope of Township employment.

Any employee granted IOD will be required to apply for, attend and fully cooperate with the Workers' Compensation Rehabilitation Program.

After every thirty (30) days of IOD, up to the first four (4) months/120 days, the Township may request that the employee undergo a medical review at the Township's expense. The doctor will be mutually agreed to between the Township and the Union. If, however, the Township and the Union cannot agree, then an alternate striking method from a list of specialists from the Trumbull County Medical Society, in the area of the

employee's disability will be used to determine a doctor. This medical review will be used to grant or deny a request for continued IOD. If the physician determined that the employee is unable to work in any status, IOD shall be continued. If the employee is able to work in a "light duty" status, the Township will provide work within the Public Works Department, if available.

If the physician determined that the employee is able to return to work, the employee may return to work or apply to Workers' Compensation for TT. In no event will the Township continue to pay.

IOD or any other benefit after a doctor's determination that the employee is fit for work and the employee does not return to work.

Wages and all benefits for those off-duty on IOD will be continued up to a maximum of four (4) months/120 days per occurrence in a twelve (12) month period from the date of injury if all requirements are met. An occurrence shall not include an aggravation of a prior injury within the same year. After that period, an employee unable to return to work can file for Workers' Compensation TT, but will not continue to be eligible for Township benefits, including sick or vacation accrual. If the claim for TT is certified/approved by the Township, the existing past practice of advancing Workers' Compensation amounts will be continued for up to an additional eight (8) months. Hospitalization benefits for an employee who has exhausted IOD but is unable to return to work will be continued for another three hundred sixty-five (365) days so long as that employee continues to provide the Township with doctors' reports stating that he/she is unable to return to work at least every three (3) months.

ARTICLE 29 - MANDATORY SAFETY EQUIPMENT AND/OR CLOTHING:

When the employer requires the use of safety equipment and/or clothing, the cost of such safety equipment and/or clothing shall be paid by the employer.

ARTICLE 30 - DRUG FREE WORKPLACE POLICY

SECTION 1 - DEFINITIONS

For the purpose of interpreting any Township policy, procedure or guideline pertaining to substance use or abuse, the following definitions shall apply.

A. Alcohol

Alcohol or any beverage containing more than one-half of one percent of alcohol by volume that is capable of use for beverage purposes, either alone or when diluted.

B. Drug

A controlled substance as defined by Chapter 3719 of the Ohio Revised Code, entitled "Controlled Substances" or Section 202, Schedules I through V, of the Federal Controlled Substance Act, including but not limited to marijuana, hashish, "crack", cocaine, heroin, morphine, codeine, opiates, amphetamines, "ice", barbiturates and hallucinogens.

C. Reasonable Suspicion

A conclusion by trained personnel, based on personal observation of specific objective facts, circumstances, physical evidence, physical signs, symptoms or a pattern of performance or behavior, and documented in writing at or near the time of observation, that an employee is exhibiting aberrant or unusual on-duty behavior of a type that is symptomatic of intoxication or impairment caused by any drug or alcohol and is no reasonably explained as a result of other causes, such as fatigue, side effects of properly used prescription or over the counter medication for an existing condition, reaction to fumes, smoke or other job-related causes or factors. Reports of drug or alcohol use or abuse or abnormal behavior

that are not confirmed in writing by a trained Supervisor will not constitute reasonable suspicion. Anonymous reports shall not constitute grounds for search or testing. Instinct or intuition shall not constitute reasonable suspicion.

D. Drug Testing

Collection of urine specimen by trained personnel and a laboratory analysis of that specimen by Enzyme Immunoassay (EMIT) screening and confirmatory testing using the Gas Chromatograph/Mass Spectrometry (GC/MS) methods and procedures, or the most current and appropriate technology. No other testing procedures or methods may be utilized, unless mandated by federal regulations or permitted by the terms of the written collective bargaining agreement applicable to the employee to be tested.

E. Medical Review Officer ("MRO")

A licensed doctor with appropriate credentials who interprets the laboratory results of drug tests and reports positive results to the Township after verifying that there are no valid medical explanations for the positive results.

F. Breath Alcohol Technician ("BAT")

An individual trained in the operation of the Evidential Breath Testing ("EBT") device used to conduct alcohol testing and who is responsible for collecting breath samples for alcohol testing.

G. Substance Abuse Professional ("SAP")

Appropriately credentialed individual who may evaluate an employee's situation, prescribe an appropriate treatment program, if necessary, and schedule unannounced follow-up testing once the employee has returned to duty.

H. Random Testing

Drug testing based on an objective and non-discretionary computer program owned and operated by an outside contractor and which occurs fifty percent (50%) of the total work force each year with an equal probability of selection each time testing occurs.

I. Alcohol Testing

The use of a breath alcohol monitoring machine, including but not limited to the EBT machine.

J. Accident

An unplanned, unexpected or unintended event which occurs on the Township's property or at any location where the Township does business during the conduct of Township business, or during working hours, or which involves motor vehicles or other equipment supplied by the Township or used in conducting Township business or within the scope of employment, and which results in any of the following:

1. The death of any person;

2. Bodily injury requiring medical attention at any hospital or medical facility or by any health professional.

3. Disabling vehicular damage or damage to a vehicle which requires it to be towed from the scene with damage in apparent access of One Thousand Dollars ($1,000); or

4. Non-vehicular damage in apparent excess of One-Thousand Dollars ($1,000).

K. Refusal

Declining a request to submit to drug/alcohol testing. Refusal to be tested is considered a positive test result.

SECTION 2 - DRUG FREE WORKPLACE

It is the policy of Howland Township to maintain a workplace that is free from the effects of drug and alcohol abuse.

A. Designation as Drug Free Workplace

Any and all locations at which Howland Township business is conducted are hereby declared to be "drug free workplace".

B. Purpose

Illegal drugs and alcohol in the workplace are a danger to us all. They impair health, safety and welfare, promote crime, lower productivity and quality of work and undermine the public confidence in the work we perform as public servants. Therefore, Howland Township and its employees shall not tolerate the illegal use or illegal presence of drugs or alcohol in the workplace.

C. Acceptance of Employment as Agreement

For the reasons set forth herein and in an effort to protect the public health, safety and welfare and uphold public confidence in the work performed by Howland Township and its employees, by accepting employment with Howland Township, employees agree to refrain from conduct in violation of this Section and further agree to drug and alcohol testing in accordance with this Section. All employees shall sign a Certificate of Receipt acknowledging and certifying that they have read and agree with the Township's policies and procedures for a "drug free workplace".

D. Prohibition Against Use

Employees are strictly prohibited from the illegal use, sale, dispensing, distribution, possession or manufacture of illegal drugs, controlled substances, narcotics or alcoholic beverages at their work site and at any location where Township business is conducted.

Reporting to work under the influence of alcohol, illegal drugs, prescription drugs that have been used improperly or have not been prescribed by a physician for the employee or with any residual effect from such substances also is strictly prohibited.

All employees are strictly prohibited from consuming alcohol while on duty and at anytime while the employee is upon Township's premises. Reporting to work while under the influence of alcohol, with any residual effects of alcohol consumption (e.g., impaired judgment, sickness, impaired reflexes, etc.)., or where there is any evidence of alcohol consumption (e.g., odor on the breath), is prohibited. All employees are prohibited from consuming alcohol during their lunch break, meal period, rest break and while off duty when in uniform or wearing any apparel that distinguishes them as Township employees.

E. Inspection of Township Property

Any building, facility, structure, vehicle, container, property and content thereof which is owned or leased by the Township is subject to unannounced search and surveillance at any and all times by appropriate Supervisory personnel. However, unannounced inspection of employee lockers shall be based on reasonable suspicion.

F. Search and Surveillance of Employees

Township employees, their vehicles and possessions are subject to surveillance at all times while on Township premises or work sites or while conducting Township business. Township employees, their vehicles and possessions are subject to search while on Township premises or work sites or while conducing Township businesses when reasonable suspicion exists.

G. Discipline for Violations

Employees will be subject to disciplinary action, up to and including termination, for violation of this policy. Violation includes, but is not limited to, the following conduct committed while on duty, at any time while on the Township's premises or at any location where the Township does business, while operating vehicles or equipment owned or leased by the Township or while in uniform or wearing any apparel that distinguishes them as employees of Howland Township:

1. Possessing alcoholic beverages, substances or narcotics that are illegal or controlled under federal, state or local law;

2. Actually consuming or ingesting alcohol or a drug;

3. Being under the influence of any such substance;

4. Dispensing, distributing or illegally manufacturing or selling such substances;

5. Conviction for any felony, a legal element of which requires proof of possession, sale, use or distribution of a substance, drug or narcotic that is illegal or controlled under federal, state or local law.

The actual consumption or ingestion of alcohol, substances or narcotics that are illegal or controlled under federal, state or local law by an employee while on duty, at any time while on the Township's property or at any location where the Township does business, while operating vehicles or equipment owned or leased by the Township or while in uniform or wearing any apparel that distinguishes them as employees of Howland Township shall constitute cause for discipline, including termination, irrespective of whether the Township elects to test the employee in accordance with the procedures outlined in this Section.

Conviction for any felony, a legal element of which requires proof of possession, sale, use or distribution of a substance, drug or narcotic that is illegal or controlled under federal, state or local law, shall constitute cause for discharge at any time during the course of employment.

H. Drug Free Workplace Program Administrator

The Howland Township Administrator shall be designated as the anti-drug program manager and confidant. The Township's Administrative Assistant is the Township's alternate anti-drug program manager and confidant. The Administrator and/or alternate shall be responsible for responding to employee questions and concerns about the program.

SECTION 3 - GENERAL TESTING PROCEDURES

Except where otherwise noted, the following general procedures and guidelines apply to the following types of drug and alcohol testing: pre-employment testing; random testing; reasonable suspicion testing; post-accident testing, return to duty testing and follow-up testing.

A. Urine Specimen Collection and Testing

1. Urine specimens shall be collected following DHHS/NIDA certified protocols or at an accredited medical facility when necessary after an accident.

2. One (1) specimen shall be collected at the testing facility in an appropriate specimen container in the manner prescribed by the testing facility.

3. All specimen containers, vials or bags used to transport samples shall be sealed with evidence tape and labeled in the presence of the employee.

4. Testing shall be done by a DHHS/NIDA laboratory certified as a medical and forensic laboratory which complies with the scientific and technical guidelines for federal drug testing programs and standards for urine drug testing for federal agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the US Department of Health and Human Services.

5. Federal standards shall be used to determine what levels of detected substances shall be considered positive results.

6. ***Urinalysis 9-Panel Drug Test***

Urine samples will be screened for the following substances:

amphetamines	barbiturates
benzodiazepines (e.g. Valium, Librium)	cannabinoids (THC)
Cocaine (crack)	methadone
opiates	phencyclidine (PCP)
propoxyphene (Darvon)	

7. ***Employee request for a second test***

If the first test yields a positive result, the employee may request to have the sample tested separately at an approved DHHS laboratory selected by the employee. A request for a second test must be made, in writing, within 72 hours of the time the employee is notified of the positive result of the first test. Requests for second tests shall be submitted to the Township Administrator. The results of the second test shall be reviewed by the MRO before being released to the Township or the employee.

B. <u>Alcohol Testing - Breath or Saliva Screens</u>

1. Alcohol testing has been approved by the National Highway Traffic Safety Administration (NHTSA) and shall be performed in accordance with the Omnibus Transportation Employee's Testing Act of 1991, as amended.

2. If initial screening yields a .02% BAC (Blood Alcohol concentration), Evidentiary Breath Testing (EBT) must be performed by a qualified Breath Alcohol Technician (BAT).

3. The Department Head, Supervisor on duty, anti-drug program manager or alternate anti-drug program manager shall arrange transportation to the testing site, preferably by a neutral party.

4. Breath alcohol test shall be considered "negative" if, using the EBT device, the test yields a result of less than .02 BAC.

5. If an employee's BAC is determined to be between .02% and .039% by testing with the EBT device, the employee shall not be permitted to operate any

Township vehicle or equipment for twenty-four (24) hours from the time the test was taken.

6. Breath alcohol test shall be considered "positive" if, using the EBT device, the test yields a result of .04% or greater.

C. Records of Testing

All test results and related documentation, including documentation related to SAP evaluations, rehabilitation, counseling and other treatment, shall be treated as confidential medical records. Such records shall be maintained by the Township Administrator in confidential files separate from personnel files. Positive test results shall be retained for five (5) years. Negative test results shall be retained for a least one (1) year. The Township also shall retain written requests for confirmatory testing for five (5) years.

D. Results

1. Notification

a. Notification to the Township
Results of testing shall be reported to the Township by the MRO,

b. Negative Results
The Township or the MRO shall notify tested employees of their

c. Positive Results
The MRO shall notify employees of positive test results. Initial

d. Disclosure of Test Results

Unauthorized disclosure of drug/alcohol test results to persons or grievance procedure may result in disciplinary action, including but not limited to discharge.

2. Confirmatory Testing (Second Test)

Within seventy-two (72) hours of the time when the employee receives notices of a positive result of the first test, the employee must request that the split sample be forwarded by the first laboratory to another independent and unrelated DHHS approved laboratory. Failure of the employee to request a second test shall not be used against the employee as a basis for discipline or in any grievance, arbitration or legal proceedings.

E. Consequences of Positive Result

Consequences of and corrective action for positive testing may vary, depending on the purpose for which the testing was conducted and other factors. However, the following procedures generally apply when an employee (as opposed to an applicant for employment) tests positive.

1. Release Form

Any employee who tests positive must execute a Release of Medical Information Form authorizing the release of the employee's health information to the Township.

2. Referral to SAP

An employee who tests positive may be referred to a SAP, who shall make an appropriate assessment and recommendations for counseling and treatment, if

necessary. The SAP shall notify the Township, in writing, of the outcome of the SAP's assessment and the SAP's recommendations. The employee shall comply with all recommendations for counseling and treatment, at the employee's cost, except to the extent that costs of treatment may be covered by the Township's health insurance program. The SAP shall notify the Township of the employee's progress in completing the recommended counseling and/or treatment plan. The employee shall not be considered for return to work until all recommended counseling and treatment is completed and the Township receives written verification from the SAP or other health care provider who provided the recommended counseling and/or treatment to the employee that the employee has completed the recommended counseling and treatment and is fit to return to full duty.

3. Corrective Action

a. First Offense (No Accident)

The first time an employee tests positive for drugs or alcohol SAP. In such cases, failure to participate in and complete the program shall result in discipline up to and including discharge. See Referral to SAP, Paragraph E, Item 2, above.

b. Post-Accident Positives and Repeat Offenses.

Employees who test positive in post-accident situations and

c. Under the Influence on Duty

If the results of the testing show that, while on duty, the employee

was under the influence or effects of, or inhaled, consumed, injected or ingested, alcohol, marijuana, cocaine, PCP, non-prescribed amphetamines, improperly taken prescription medications, medications that were not prescribed for the employee or any other substance, appropriate disciplinary action may be taken, up to and including termination.

d. Retesting Before Return to Work

Employees who complete all treatment recommended by the SAP Township Administrator prior to returning to work.

For the purposes of retesting before return to work, any BAC of .02% or greater shall be considered a positive result precluding any employee's return to work.

e. Unannounced Testing Upon Return to Work

Employees who are permitted to return to work shall be subject to unannounced drug and/or alcohol testing not less than six (6) times in the first twelve (12) months following the employee's return to duty based on the recommendation of the SAP, the Township may continue unannounced follow-up testing for any period of time not exceed two (2) ears.

F. Limitation of Liability for Cost of Treatment

Employees are solely liable for the costs of all drug/alcohol treatment that are not covered by the Township's health insurance benefits.

SECTION 4 - RANDOM TESTING

A. Authorization

Employees selected for random drug testing shall execute a Release of Medical information Form authorizing their test results and related information to be released to the Township.

B. Frequency and Timing

Random drug testing will be conducted once a year during employee's normal duty hours. if the testing facility is not open during employee's normal duty hours and non-exempt employees are required to stay over their scheduled shift for testing, they will be reimbursed at the appropriate rate of pay.

C. Method of Selection

Fifty percent (50%) of the total work force shall be randomly selected based on an objective and non-discretionary computer program operated and maintained by an outside contractor. Each employee shall have an equal probability of being randomly selected for testing each time testing occurs.

SECTION 5 - POST-ACCIDENT TESTING

Employees involved in any accident shall, as soon as practicable, be tested for drugs and alcohol. Testing involved in any accident shall not consume or ingest any alcohol or drugs until testing has been completed, except to the extent deemed medically necessary by a health care provider.

A. Alcohol Testing

An alcohol test should be administered within two (2) hours following an accident, unless medically impossible. The Township shall not test for alcohol after eight (8) hours of the

time when the accident occurred. Failure to submit to alcohol testing within eight (8) hours of the accident shall be deemed a "refusal", unless alcohol testing with eight (8) hours would be medically impossible.

B. Drug Testing

A urine sample for post-accident drug testing shall be collected as soon as possible after the accident. A urine sample shall not be collected for drug testing after thirty-two (32) hours following the time when the accident occurred. Failure to submit for urine sample collection for drug testing within eight (8) hours following the accident shall be deemed a "refusal" unless collection of a urine sample within eight (8) hours would be medically impossible.

C. Testing Upon Notification of Worker's Compensation Claim

Employees who seek medical attention and file a claim with the Bureau of Worker's Compensation following an accident shall be required to submit to drug and/or alcohol testing immediately upon the Township's notification of the injury.

D. Implementation Procedure

1. Notification of Township of Accident/Injury

   Any employee involved in an accident shall notify the employee's Department Head at the first available opportunity after the accident.

2. Reporting for Testing

   Upon receiving notification of an accident, the Department Head will advise the employee to report to an appropriate collection site in order to provide the appropriate samples. In the event that a law enforcement

official is on the scene of the accident and requests the employee to undergo urine and/or breath tests, the employee shall comply with such request(s) and thereafter need not report for additional testing, unless requested by the Township within the time frames outlined in this policy for alcohol and drug testing.

3. Employees Medically Unable to Report for Testing

In the event that an employee is seriously injured and medically unable to provide the necessary samples, the employee shall authorize the health care provider to conduct such examinations and testing as necessary to determine the presence of any controlled substance or alcohol in the employee's system and to release to Howland Township any and all records pertaining to such examinations and testing. At the earliest opportunity, the employee's Department Head shall notify the hospital, medical facility or health care provider of the necessity for testing and arrange for post-accident testing.

4. Acknowledgment of Testing and Verification of Chain of Custody
Prior to testing, employees shall be required to sign a form acknowledging the testing and verifying chain-of-custody. Failure to sign the acknowledgment or verification shall be considered a refusal and will subject the employee to removal from service and will result in disciplinary action, including but not limited to a charge of insubordination and possible termination.

E. <u>Refusal to Submit to Testing</u>

If an employee fails or refused to submit to post-accident drug or alcohol testing the employee will be subject to immediate removal from service and disciplinary action,

including but not limited to a charge of insubordination and termination.

F. Accident Report

The Township shall complete an Incident Report for every accident and shall indicate on the form whether drug and/or alcohol testing ***is*** or ***is not*** required. The Incident Report shall be maintained in the office of the Township Administrator.

SECTION 6 - REASONABLE SUSPICION TESTING

Reasonable suspicion testing shall be required when a trained Supervisor has reasonable suspicion to believe that an employee is under the influence of a prohibited substance.

A. Recognized Indicators of Substance Use/Abuse

The following behaviors are recognized indicators of substance use or abuse, and alone or in conjunction with other factors, may be considered by a Supervisor in determining whether reasonable suspicion exists. This list is not exhaustive and shall not be used by Township employees or officials to diagnose substance abuse problems. Such diagnoses can be made only by appropriately credentialed health care providers.

1. Repeated tardiness, especially after an absence or day off;

2. Change in safety record, including but not limited to more accidents, incidents, mishaps or near accidents, more safety violations, etc;

3. Citations or warnings for speeding, reckless operation or other traffic violations;

4. Driving under the influence;

5. Abrupt mood swings, unexplained, inconsistent fluctuations in mood or energy over the course of the day;

6. Missing appointments, meetings, deadlines, etc;

7. Increased tardiness, excessive or increased use of leave time, pattern use of leave time, someone other than the employee calling to report absences or late arrivals;

8. Taking long or frequent breaks or meal periods, particularly if there is a noticeable change in mood and/or energy level upon returning to work;

9. Disappearing at times throughout the day, being unable or unwilling to account for whereabouts or missed time;

10. Becoming isolated from other workers;

11. Changes in relationships with co-workers or others;

12. Difficulty getting along with co-workers or others

B. <u>Procedure Upon Determination That Reasonable Suspicion Exists</u>

A Supervisor who has determined that reasonable suspicion exists that an employee is using drugs and/or alcohol shall:

1. Prohibit the employee from working or continuing to work;

2. Advise the employee of the required testing and that refusal to be tested is considered a positive test and that the employee may not return to work until the

employee takes and passes a test;

3. Make arrangements for the employee to be transported by a neutral party to the designated medical facility selected by the Township for testing and for the employee to be transported to the employee's residence or a place selected by a relative or friend of the employee upon completion of testing;

4. Immediately notify the Township Administrator or, if the Township Administrator is not available, a Trustee; and

5. Prepare appropriate documentation.

C. Refusal to Submit to Testing

If an employee fails or refused to submit to reasonable suspicion drug or alcohol testing, the employee will be subject to immediate removal from service and corrective action, including but not limited to a charge of insubordination and termination.

SECTION 7 - TESTING OF PROSPECTIVE EMPLOYEES

It is the policy of Howland Township to test for drugs of all applicants to whom a conditional offer of employment has been extended.

A. Condition of Employment

The Township shall notify all applicants for employment that passing a urinalysis 9-Panel drug test is a condition for employment. A copy of the written notice to applicants is attached hereto in the Appendix.

B. Review of Prior Drug/Alcohol Records

The Township shall review drug/alcohol records of all applicants to whom a conditional offer of employment has been extended. When a conditional offer of employment is extended, the Township shall:

1. Request written consent from the applicant to review drug test information maintained by the applicant's former employers. If the applicant withholds such consent, the conditional offer of employment will be withdrawn automatically.

2. Contact the prior employers of the candidate and review drug test results and related information, including but not limited to medical, psychological and other records related to prior treatment for substance use or abuse, from the two (2) years preceding the date on which the applicant completed the application for employment with Howland Township.

3. If the records demonstrate a positive test result within two (2) year prior to the date which the applicant completed the application for employment with Howland Township, the conditional offer of employment may be withdrawn.

C. Referral to Testing

When a conditional offer of employment has been extended to an applicant, the Township shall refer the applicant to the designated medical facility identified by the Township for testing.

D. Positive Result

In the event that the applicant's drug test yields a positive result, the conditional offer of employment will be withdrawn automatically.

E. Negative Result

The Township will hire an applicant to whom a conditional offer of employment has been extended only after the Township Administrator receives written confirmation from the MRO that the applicant's drug test was negative for all nine (9) substances tested with the urinalysis 9-Panel test.

F. Retention of Records

Records will be retained for one (1) year on all applicants who pass a pre-employment drug test. Records will be retained for five (5) years on all applicants who do not pass a pre-employment drug test.

SECTION 8 - VOLUNTARY TREATMENT

Howland Township encourages all employees who have drug and/or alcohol problems to seek treatment.

A. Voluntary Entrance In To Treatment Program

Employees may enter into voluntary drug and/or alcohol treatment at any time during the course of their employment with the Township.

B. Use of Leave Time

An employee may request to use vacation, paid sick leave and medical leave of absence time to cover absences for voluntary participation in in-patient, medically supervised drug/alcohol rehabilitation facilities.

SECTION 9 - EDUCATION & TRAINING

It is the policy of Howland Township to provide drug and alcohol education to all Township employees.

A. Supervisor Training

Supervisors shall receive annual training to:

1. Recognize the symptoms of drug/alcohol use, abuse, impairment and intoxication and to determine if reasonable suspicion exists;

2. reasonable suspicion exists;

3. Identify the basic categories of drugs and their effects;

4. Understand the methods of the Township's drug and alcohol testing procedures;

5. Effectively and appropriately document reasonable suspicion cases; and

6. Implement corrective action appropriately.

New Supervisors shall be trained within ninety (90) days of being promoted.

B. Employee Education

All Township employees shall receive annual education on the following subjects:

1. The Township's Drug Free Workplace Policies and Procedures and the assistance available to employees;

2. Identification of the basic categories of drugs and their effects; and

3. The Township's Drug and Alcohol Testing Procedures.

ARTICLE 31 - WAGES

Section 1: Effective July 1, 2014 to June 30, 2017, employees shall be compensated as follows

Position: Mechanic.....$21.56

Truck Driver.....$21.47

Section 2: The parties agree that the provisions of Article 32 - Wages, in the year effective July 1, 2014 may be reopened at the Union's request, in order to negotiate the terms and conditions of this article.

The Union agrees to notify the Township consistent with the procedures as defined in O.R.C. Chapter 4117 of its intent to reopened this Article for the purpose of negotiations.

ARTICLE 32 - TERM OF AGREEMENT:

This Agreement shall be effective for a period of three (3) years beginning July 1,2011 and terminating June 30, 2014.

ARTICLE 33 - COMPLETE AGREEMENT:

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any issues relevant to their employer-employee relationship, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements, oral and written, express or implied, or practices between Howland Township and the Howland Township Road Department employees, or their representatives, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands this 23RD of July, 2014

UNION:

Howland Township Road Department Employees Association:

TOWNSHIP:

Howland Township:

Trustee

Trustee

Trustee

Administrator

BOARD OF TRUSTEES
Rick G. Clark
James J. LaPolla Jr.
Matthew G. Vansuch

Fiscal Officer
Robert M. Costello

Financial Office
Vivian McDowell

Administrative Offices
TEL (330) 856-2340
FAX (330) 856-3278

Howland
A World Class Community

ADMINISTRATOR
Darlene M. St. George

Fire Chief
James T. Pantalone (330) 856-5022

Police Chief
Paul S. Monroe (330) 856-5555

Public Works Director
David L. McCann (330) 856-4037

Planning Director
Kim Mascarella (330) 856-3461

Zoning Administrator
Peter Ross (330) 856-5223

August 28, 2014

SERB
65 East State St. – 12th Floor
Columbus, OH 43215-4213

STATE EMPLOYMENT RELATIONS BOARD
2014 SEP -2 PM 12: 34

RE: Employer ID 2355
Howland Township, Trumbull County

The Howland Township Board of Trustees and the listed union below approved their contracts for the period July 1, 2014 to June 30, 2017.

Unions: Ohio Patrolmen's Benevolent Association
Howland Township Road Department Employees Association
Howland Township Firefighters Local 2786 IAFF

If you need additional information, please do not hesitate to contact my office At (330)856-2340.

Sincerely,

Darlene M. St. George

Darlene St. George
Administrator